

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Parks and Lands Division

**DATE:** July 6, 2021

**REQUESTED ACTION:** (1) Adopt the Curtin Creek Community Park Master Plan, (2) Authorize the County Manager to sign a professional services agreement (Agreement No. SCN00001287) with Robertson Engineering to complete design and construction documents for Curtin Creek Community Park, and (3) Authorize the County Manager to sign supplemental agreements to extend the duration and increase the contract amount by up to 10 percent.

  X   Consent        Hearing        County Manager

---

### BACKGROUND

When the Clark County voters passed the Greater Clark County Parks District levy, the vision was to add 35 new park facilities to the county parks system. The district has since built 31 new parks, and there are four left awaiting completion including Curtin Creek Community Park. Council approved budget on April 9, 2018 at which point Curtin Creek Community Park master planning was initiated (PWK-01-18SP). Due to a variety of reasons, master planning work was delayed until late 2019.

Meeting the needs and wishes of the community and various stakeholders is essential to a project like this, so the decision was made to divide the project into two phases. The first phase focused on the development of a master plan and included an extensive public outreach process to identify desired elements for the park. Following public involvement, the master plan concepts were presented to the Parks Advisory Board, or PAB, in February 2020. A technical group that included members of the PAB then finalized a preferred concept.

Due to COVID-19 restrictions on public meetings, this project was only recently approved to again move forward into the second phase. Council adoption of the preferred concept plan is requested prior to initiating formal design and permitting. This second phase of the project includes design, permitting, right-of-way acquisition, and the construction of the Curtin Creek Community Park as well as frontage improvements along Northeast 72nd Avenue. The park is envisioned to have walking and biking trails, a picnic shelter, restrooms, a playground, sports fields, courts, and parking. Design work for all of these features requires additional resources to supplement the expertise and capabilities of county staff.

County staff interviewed four consultant teams selected from the Municipal Research and Services Center's consultant roster for landscape architecture and engineering services to design the park. Based on those interviews, staff recommend entering into a contract with Robertson Engineering, PC in an amount of \$430,255.11 with a 10% management reserve of \$43,025.51 for a total amount not to exceed \$473,280.62 to complete the design work necessary to move forward with project construction.

This project is also slated to be funded by Recreation and Conservation Office in this year's grant's cycle. It was scored number two from multiple state-wide grant applications.

### **COUNCIL POLICY IMPLICATIONS**

Adoption of the Curtin Creek Community Park preferred concept plan is consistent with past council actions in the planning and development of park facilities.

### **ADMINISTRATIVE POLICY IMPLICATIONS**

Budget for this project is approved for 2021 and requested as part of the 2022 budget adoption process. The building of new parks will require a larger discussion about staffing shortages in the department. While the county built 31 new facilities since 2005, it has not added additional staff to maintain them. The department is looking at efficiencies and levels of service including sustainable park design strategies.

### **COMMUNITY OUTREACH**

Community outreach during Phase 1 included individual stakeholder meetings, an online survey, and an open house which was attended by more than 100 community members. The feedback received from the community during Phase 1 was incorporated into several different concept plans. Concept plans were presented to the Parks Advisory Board in October and November 2019, and again in February 2020 where a preferred concept was developed by the technical team. Additional public outreach specific to this project will be done prior to construction, including news releases, detour information, updated website content, digital media outreach, a project video, and a mailer to residents in the area.

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$473,280.62
Grant Fund Dollar Amount	N/A
Account	Park Impact Fees – Funds 3176 and 3276
Company Name	Robertson Engineering, PC

**DISTRIBUTION:**

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

**ATTACHMENTS:** (1) Contract with Robertson Engineering, PC (Agreement No. SCN00001287);  
(2) PowerPoint Presentation

*Galina Burley*

Galina Burley, MPA  
Parks and Lands Division Manager

*Ahmad Qayoumi*

Ahmad Qayoumi, PE  
Public Works Director/County Engineer

*Eva Haney*

Eva Haney, CGFM  
Finance Division Manager

Primary Staff Contact: Scott Sawyer, Ext. 4364

APPROVED: *Allen J. O'Brien*  
CLARK COUNTY, WASHINGTON  
CLARK COUNTY COUNCIL

DATE: *July 6, 2021*

SR# *122-21*



## Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: SCN00001287

Firm/Organization Legal Name (do not use dba's): <b>Robertson Engineering, PC</b>				
Address <b>1101 Broadway Street #201 Vancouver, WA 98660</b>	Federal Aid Number			
UBI Number <b>603-414-055</b>	Federal TIN <b>47-1354575</b>			
Execution Date <b>07/16/21</b>	Completion Date <b>12/31/2023</b>			
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Project Title <b>Curtin Creek Community Park - Phase 2      PRJ405762A</b>				
Description of Work <b>Professional Services for Phase 2 of the Curtin Creek Community Park including design, construction documents, permitting, bidding and construction services.</b>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Yes  <input type="checkbox"/> Yes  <input type="checkbox"/> Yes  <input type="checkbox"/> Yes </td> <td style="width: 33%; vertical-align: top;"> <input checked="" type="checkbox"/> No DBE Participation  <input checked="" type="checkbox"/> No MBE Participation  <input checked="" type="checkbox"/> No WBE Participation  <input checked="" type="checkbox"/> No SBE Participation </td> <td style="width: 33%; vertical-align: top;"> Contract Amount:                      \$ 430,255.11  10% management reserve:        <u>43,025.51</u>  Maximum Amount Payable:        \$ 473,280.62 </td> </tr> </table>		<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Contract Amount:                      \$ 430,255.11 10% management reserve: <u>43,025.51</u> Maximum Amount Payable:        \$ 473,280.62
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Contract Amount:                      \$ 430,255.11 10% management reserve: <u>43,025.51</u> Maximum Amount Payable:        \$ 473,280.62		

### Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation - N/A
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	<del>Liability Insurance Increase</del> N/A
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Clark County Public Works, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Scott Sawyer  
 Agency: Clark County  
 Address: 1300 Franklin Street  
 City: Vancouver State: WA Zip: 98660  
 Email: Scott.Sawyer@clark.wa.gov  
 Phone: 564-397-4364  
 Facsimile:

**If to CONSULTANT:**

Name: Chris Robertson  
 Agency: Robertson Engineering, PC  
 Address: 1101 Broadway Street #201  
 City: Vancouver State: WA Zip: 98660  
 Email: chris@robertsonengineering.us  
 Phone: 360-975-4995  
 Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.



**~~A~~<sup>B</sup> Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

**~~B~~<sup>C</sup> Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

**~~C~~<sup>D</sup> Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

**~~D~~<sup>E</sup> Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

**~~E~~<sup>F</sup> Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.



## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964  
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973  
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "F". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, ~~situated in the county in which the AGENCY is located~~. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, ~~situated in the county in which the AGENCY is located~~.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Scott Sawyer

Agency: Clark County

Address: 1300 Franklin Street

City: Vancouver State: WA Zip: 986660

Email: Scott.Sawyer@clark.wa.gov

Phone: 564-397-4364

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

### **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.



The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Christopher E. Robertson

07/15/21

Signature Consultant (Robertson Engineering, PC)

Date

Kathleen Otto

07/16/21

Signature Kathleen Otto  
Clark County Manager

Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

APPROVED AS TO FORM ONLY:

Anthony F. Golik

By: Bill Richardson

William Richardson  
Deputy Prosecuting Attorney

## ***Exhibit A*** ***Scope of Work***

---

See following pages

Project No. PRJ405762A  
Curtin Creek Community Park Phase 2

# ROBERTSON ENGINEERING, PC

1101 Broadway Street #201, Vancouver, WA 98660  
(360) 975-4995 | [www.robertsonengineering.us](http://www.robertsonengineering.us)

## PROPOSAL

**To:** Scott Sawyer, PE  
Clark County Public Works  
[Scott.Sawyer@clark.wa.gov](mailto:Scott.Sawyer@clark.wa.gov)

**From:** Chris Robertson, PE  
Robertson Engineering, PC  
[chris@robertsonengineering.us](mailto:chris@robertsonengineering.us)

**Date:** June 7, 2021

**Re:** Curtin Creek Community Park – Phase 2 Scope and Fee Proposal

This is a proposal for professional services for Phase 2 of the Curtin Creek Community Park project. As directed by Clark County Public Works, Phase 2 shall include design, construction documents, permitting, bidding, and construction services.

Phase 1 was a Feasibility Study and Master Plan effort which addressed discovery, citizen/stakeholder participation plan, site analysis, conceptual layout, alternatives analysis, project capital cost opinion, and other elements as needed to develop a preferred master plan concept. The Phase 1 effort is summarized in a detailed report dated February 3, 2020, and the preferred Conceptual Master Plan is shown below.



## **BACKGROUND AND PROJECT SUMMARY**

---

The subject property consists of a single 38.7-acre parcel (198555000) which is owned by the City of Vancouver and divided into three uses; City of Vancouver Fire Station 7, Curtin Creek Community Park, and the Gaddis Wetlands Remediation Area. Clark County has an easement (4969608 EAS) to allow use of the eastern 33.0 acres. The parcel address is 12603 NE 72<sup>nd</sup> Avenue, Vancouver, WA, and is accessed from NE 72<sup>nd</sup> Avenue. Clark County desires to develop a new community park within the remaining parcel area that is available for development (16.18 acres). The adjacent natural area to the east (Gaddis Wetlands) is protected with a conservation covenant.

Phase 2 will be a separate contract, and will include scope and fee for the remainder of the project, including design, permitting, bidding and construction. The project will include the following main elements (as shown on the Master Plan exhibit):

- 16.18-acre community park with access from NE 72<sup>nd</sup> Avenue
- Public Street Improvements for NE 72<sup>nd</sup> Avenue, including relocation of the fire signal
- Parking (count to be adjusted after traffic study)
- One synthetic turf multi-purpose field with athletic field lights (south)
- One natural grass athletic field with permanent rugby goalposts (north)
- Sport court(s) for tennis, pickle ball, futsal, and basketball (TBD)
- Trails throughout
- Play structure(s)
- Nature play area
- Pre-engineered/pre-manufactured restroom/storage building
- Pre-engineered picnic shelters (large and small)

## **BUDGET**

---

As provided by Clark County, the current overall project budget is \$6,555,000 “all in”. A capital cost opinion was developed in Phase 1 based on the Preferred Conceptual Master Plan design. The estimate included 20% contingency, Washington State Sales Tax, escalation, estimated permit fees, and placeholder design fees for Phase 2 for both the consultant team and Clark County Public Works staff, and came in at \$8,432,238.

A list of potential reductions was provided with the estimate which brings the total projected cost within budget at \$6,439,524. Furthermore, the budget did not yet account for several items such as grant opportunities, potential capital investments by the soccer and rugby partners, and reimbursement for the sewer extension.

Based on the concept cost opinion and the project budget, the design team will need to carry multiple alternates (additive or deductive) through to the bid process.

## **SCHEDULE**

---

A preliminary project schedule was developed as part of Phase 1. Clark County currently desires to go to construction once the weather is favorable in 2021 per the following general timelines.

- Phase 1 Feasibility Study and Master Plan: June 2019 – January 2020
- Design and Permitting June 2021 – August 2022

- Bid February 2023
- Start of Construction April 2023 – November 2023

Moving forward, the schedule may be adjusted to accommodate potential grants, partner funding constraints, or other project variables.

## **SCOPE OF SERVICES**

---

Robertson Engineering, with assistance from subconsultants, will perform the professional services required to provide approved, bid ready plans. The participation of the subconsultants will vary based on the tasks. Some may take the lead on a certain task, some may have no involvement, etc. Please refer to the enclosed subconsultant proposals for more information regarding individual scopes of work. This Phase 2 proposal includes the following specific tasks:

### **Task 1 – Project Management, Meetings, and Coordination**

Robertson Engineering will act as the prime consultant and actively manage the project. This effort includes preparing and maintaining a detailed project schedule, hosting owner and design team meetings, coordinating scope interface and overlap, coordinating site subconsultants (i.e. – survey, geotech, site electrical, etc.), coordinating with owner-furnished vendors, providing information in support of the grant, and meeting with jurisdictional staff as needed to discuss improvement concepts and resolve redline comments.

### **Task 2 – Construction Documents**

The design team will prepare construction documents as needed for progress review by Clark County Public Works, review and approval by local agencies, and the public bid and construction process. Progress submittals are proposed at the 30%, 60%, 95%, 99%, and 100% phases.

The work will be multi-disciplinary, and many individual design tasks will involve more than one consultant. The following is a listing of main design scopes for each discipline:

#### Robertson Engineering (Prime Consultant and Site Design)

- Project management
- Site design
- Athletic design
- Coordination with owner's vendors for field lighting and synthetic turf
- Develop specification for pre-engineered shelters
- Assistance with selection/specification of pre-engineered/pre-manufactured restroom/storage building
- Specifications
- Cost Estimating
- Bidding and construction services

#### WSP USA (Landscape and Irrigation)

- Landscape and irrigation
- Play structures
- Nature play
- Open house graphics support

- Tree plan
- Specifications
- Cost Estimating
- Bidding and construction services

PBS Engineering and Environmental Inc. (Civil)

- Grading and erosion control
- Stormwater design and reports (TIR)
- Water (Public extension and site services)
- Sanitary Sewer (Public extension and site service lateral)
- Public Street Improvements
- Construction Stormwater General Permit (if required)
- Specifications
- Cost Estimating
- Bidding and construction services

MKE & Associates, Inc. (Electrical)

- Electrical for field lights
- Electrical for the pre-engineered/pre-manufactured restroom/storage building
- Electrical for the pre-engineered picnic shelters (large and small)
- Parking lot lighting
- Pedestrian lighting in main east-west corridor
- Specifications
- Cost Estimating
- Bidding and construction services

Kramer Gehlen and Associates, Inc. (Structural)

- Structural calculations for rugby posts, one backstop condition, and two chain link fence conditions over 6' tall.
- Structural calculations for relocated fire signal, based on WSDOT standard detail for foundation design
- Foundation design, plan, and calculations for pre-engineered/pre-manufactured restroom/storage building
- Foundation design, plan, and calculations for pre-engineered/pre-manufactured picnic shelters (large and small)
- Structural analysis for parking lot lights
- Review and mark up pertinent specifications
- Bidding and construction services

Columbia West Engineering, Inc. (Geotechnical)

- Geotechnical engineering assistance during the design process
- "Engineer of record" design assistance during construction

GTS Engineering (Transportation)

- Transportation Impact Study



### **Task 3 – Land-Use and Permitting**

The site is located in Clark County on land zoned PF, Public Facilities. Development of new public uses on property that is already zoned Public Facilities shall conform to the standards of the zone that existed immediately prior to development, as administered by the Clark County Department of Community Development. Information regarding the prior zoning will be provided by Clark County at the pre-application conference. Parks are a permitted use in the PF zone and are subject to special standards as described in CCC 40.260.157 (no archery, rifle, or shooting ranges).

It is anticipated that the Curtin Creek Community Park project will be subject to Type IIA Site Plan Review, SEPA review, Final Site and Engineering Review, Building Permit, and multiple various trade permits (during construction).

Robertson Engineering will prepare the pre-application, preliminary land-use, and final land-use applications for Clark County review. We will prepare the comprehensive narrative (s) addressing how the proposed application meets the applicable county codes and review criteria, and will coordinate with other design team members as needed.

This task also includes preparation of the SEPA environmental checklist, with assumption that Clark County Public Works will be the lead agency. As directed by Clark County Environmental Division, SEPA is desired to be completed (including the public comment period) prior to submittal of the preliminary site plan review application.

As part of this task, Robertson Engineering will prepare and submit the Site Review and Development Review applications to the Clark County Department of Public Health. Clark County Public Works will be responsible for paying all fees.

### **Task 4 – Public Involvement/Information**

The majority of the consultant portion of the public involvement and information effort was performed in Phase 1. Clark County public Works staff have directed the consultant team to limit the Phase 2 public involvement and information effort to the following:

- General as-needed assistance related to public involvement/information (8 hours)
- Preparation of up to three presentation boards (24" x 36") for the County's use at neighborhood presentations and an open house
- Attendance of the prime consultant project manager at one open house, including preparation (6 hours)
- Attendance of the prime consultant project manager at stakeholder meetings (6 hours)
- Limited as-needed assistance related to the partnership agreements with rugby and soccer clubs (8 hours)

### **Task 5 – Geotechnical Services**

Columbia West Engineering (CWE) will provide limited design assistance during the construction document phase, including (but not limited to) review of stormwater infiltration systems, cut/fill design, and construction specifications. CWE will also provide on-call construction geotechnical engineer of record consulting services in the event of unforeseen conditions that may require geotechnical engineering such as unsuitable soils, seeps, mis-mapped soils, etc.

Note that the normal geotechnical testing component of CWE's work is not included in this scope, as that work would be contracted directly with Clark County through the existing on-call agreement.

### **Task 6 – Technical Specifications**

This task assumes that Clark County Public Works will take the lead in preparation of the Contract Documents. Based on prior experience, we anticipate one set of bid documents for the project consisting of two bid schedules; Part 1 for the public road work (non-taxable) and Part 2 for the site (taxable). The roadwork will be unit prices per Clark County standards, and the site work (everything except NE 72<sup>nd</sup> Avenue) will be lump sum with CSI format specifications.

The consultant team's primary scope for this task consists of the following:

Part 1: Preparation of bid proposal (listing of unit bid items and quantities), and review of the Special Provisions Divisions 1-9 as prepared by Clark County Public Works. Comments will be provided in Word™ with "track changes". This task includes three meetings for coordination.

Part 2: CSI format technical specifications for the consultant scopes of work.

For Part 2, Robertson Engineering will provide outline specification at 60%, draft specifications at 95% and 99%, and final specifications at 100% CD (Word™ format and PDF).

### **Task 7 – Cost Estimating**

Detailed construction cost estimates will be prepared at 30%, 60%, 95%, 99%, and 100%. Estimates will be broken into Part 1 for road work and Part 2 for site work.

### **Task 8 – Bidding and Construction Services**

This task includes comprehensive construction services including bid assistance, construction design assistance, limited construction observation, and close-out services. It is assumed that Clark County will take the lead role for construction administration and inspection. Robertson Engineering and its consultants (as needed) will perform the following tasks.

- Notify contractors of bid (courtesy).
- Answer questions during bidding and prepare bid addenda.
- Review the contractor's materials submittals for conformance with the specifications.
- Attend the pre-construction meeting.
- Provide design related construction assistance.
- Review and respond to Requests for Interpretation (RFI).
- Review Pay Application Requests for general evaluation of percent complete for site scope.
- Attend weekly construction meetings to review progress and answer contractor questions.
- Limited observation of key construction activities, including (but not limited to): flatwork, paving, and synthetic turf prep. and installation, and court surfacing. The intent is to supplement Clark County staff's expertise and minimize overlap.
- Upon substantial completion, visit the site and prepare a construction punch list.

- Upon final completion, make a final site visit to back check punch list.
- Prepare and submit as-built drawings to the various agencies (Clark County, CPU, CRWWD) based on contractor-provided redlines.

### **Task 9 – Transportation Impact Study**

Global Transportation Engineering (GTE) will complete a transportation impact study for the proposed project. Work will include existing conditions analysis, LOS determination at five (5) intersections, travel demand analysis, site plan evaluation, and parking demand. All evaluation will be based on historic count data, as new count data cannot be obtained while school is out of session. Refer to GTE's proposal for a detailed scope description.

\*\*\*\*\*

### **Optional Task 1 – Public Hearing**

This task is provided in the event that a public hearing is required as part of the Type IIA process. Robertson Engineering will prepare for the hearing, attend a strategy meeting with County staff, attend the hearing, and provide limited follow up services (if additional information is requested. Total time for this task is assumed at 16 hours of Project Managing Engineer (PME).

### **PROJECT ASSUMPTIONS**

---

1. Design will be based on the Preferred Conceptual Master Plan.
2. Athletic field lighting and synthetic turf are assumed to be owner-furnished/owner-installed items.
3. Restroom building is assumed to be a pre-engineered/pre-manufactured item.
4. Picnic shelter(s) are assumed to be pre-engineered items.
5. It is assumed that the construction documents will consist of one set of bid plans and documents. We do not anticipate separate bid sets for portions of the work, or for split bid packages such as early grading, etc.
6. Assumes no formal third-party constructability review or value engineering review process.
7. Clark County will engage Columbia West Engineering directly during construction for geotechnical monitoring, testing, and special inspections.
8. Transportation impact study will be based on historic count data.

### **EXCLUSIONS**

---

1. Other processes not specifically described herein.
2. The following work is understood to be performed by Clark County Public Works (or their consultants), and is therefore excluded from this proposal:
  - a. Traffic Engineering (revised design for fire signal)
  - b. Public Involvement/Information (limited scope as described herein)
  - c. Archaeology

- d. Wetland and Habitat
  - e. Development of partnership agreements with rugby and soccer clubs
  - f. Contract Documents (as described herein)
  - g. Geotechnical Construction Monitoring and WABO Special Inspections
3. Preparation and recordation of easements, right-of-way dedications, and other survey documents.
  4. Construction survey and staking.
  5. Retaining walls over 4' in height (requiring building permit).
  6. Off-site utility extensions (water, sewer, storm, gas).

#### **FEE**

---

For the scope of services described above, Robertson Engineering, PC proposes to be compensated on a time and materials basis per our standard rates with the following not to-exceed fee limits

Basic Services (Tasks 1-9):                      \$427,695.11, including subconsultants without mark-up.

Optional Tasks (Opt. Task 1):              \$2,560.00 (no sub-consultants)

- The above fees includes anticipated reimbursable expenses (third-party copies, prints, presentation boards, etc.). Refer to the individual fee summary spreadsheets.
- Robertson Engineering and our sub-consultants will invoice on a time and materials basis for the actual time expended to accomplish the tasks.
- A fee summary is enclosed, as well as subconsultant proposals.

#### **ATTACHMENTS**

---

1. Overall Fee Summary Spreadsheet
2. Robertson Engineering Fee Spreadsheet
3. Robertson Engineering 2021 Standard Rate Schedule
4. Subconsultant proposals from WSP, PBS, MKE, KGA, CWE, and GTE.

#### **TERMS OF THE AGREEMENT**

---

Changes to the scope of services or project assumptions that result in significant revisions to our work will be considered additional services. The fee for additional services will be discussed and mutually agreed upon by the client and Robertson Engineering, PC prior to performing those services.

Robertson Engineering will invoice on a monthly basis, with payment due within 30 days. Amounts past due will be subject to interest charges (1% monthly).

## ***Exhibit B***

### ***DBE Participation Plan***

---

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

No DBE requirements on this project

## ***Exhibit C***

# ***Preparation and Delivery of Electronic Engineering and Other Data***

---

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

AutoCAD 2019 file in DWG format, including Civil 3D existing ground surface

#### **B. Roadway Design Files**

AutoCAD 2019 file in DWG format

#### **C. Computer Aided Drafting Files**

AutoCAD 2019 file in DWG format

D. Specify the Agency's Right to Review Product with the Consultant

Yes

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Scope of Services (Exhibit A)

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Public involvement/information
2. Archaeology (Cultural Resources)
3. Wetland and Habitat (Natural Resources)
4. Partnership agreements with rugby and soccer
5. Primary contract document preparation
6. Primary construction administration
7. Construction survey and staking
8. Geotechnical construction monitoring, testing, and special inspections



## II. Any Other Electronic Files to Be Provided

\*.DOCX or \*.XLSX format (Microsoft Office)

## III. Methods to Electronically Exchange Data

Microsoft and AutoCAD

A. Agency Software Suite

Microsoft and AutoCAD

B. Electronic Messaging System

Standard email

C. File Transfers Format

CD, flash drive, email, or FTP site

***Exhibit D***  
***Prime Consultant Cost Computations***

---

See following pages

**Curtin Creek Community Park**  
**Phase 2 - Proposed Professional Fees (approximate breakdown)**

June 7, 2020



**Overall Fee Summary**

		Professional Fees (NTE)							
Task	Description	Robertson	WSP	PBS	MKE	KGA	CWE	GTE	Total
1	Project Mgmt., Meetings, and Coordination	\$ 40,680.00	\$ 8,498.12	\$ 9,395.00	\$ 3,230.00	\$ 3,040.00			\$ 64,843.12
2	Construction Documents	\$ 45,060.00	\$ 46,370.04	\$ 62,945.00	\$ 14,600.00	\$ 7,520.00			\$ 176,495.04
3	Land-Use and Permitting	\$ 17,760.00	\$ 1,273.16	\$ 20,125.00	\$ 1,910.00	\$ -			\$ 41,068.16
4	Public Involvement/Information	\$ 5,440.00	\$ 3,517.44	\$ -	\$ -	\$ -			\$ 8,957.44
5	Geotechnical Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,361.83		\$ 6,361.83
6	Technical Specifications	\$ 13,440.00	\$ 3,325.16	\$ 12,225.00	\$ 1,550.00	\$ 800.00			\$ 31,340.16
7	Cost Estimating	\$ 12,720.00	\$ 4,003.70	\$ 11,745.00	\$ 1,140.00	\$ -			\$ 29,608.70
8	Bidding and Construction Services	\$ 25,600.00	\$ 10,701.66	\$ 12,990.00	\$ 5,290.00	\$ 1,870.00			\$ 56,451.66
9	Transportation Impact Study							\$ 11,795.00	\$ 11,795.00
Opt. 1	Public Hearing	\$ 2,560.00							\$ 2,560.00
	Reimbursables	\$ 500.00	\$ 74.00	\$ 100.00	\$ -	\$ -		\$ 100.00	\$ 774.00
<b>Subtotals</b>		<b>\$ 163,760.00</b>	<b>\$ 77,763.28</b>	<b>\$ 129,525.00</b>	<b>\$ 27,720.00</b>	<b>\$ 13,230.00</b>	<b>\$ 6,361.83</b>	<b>\$ 11,895.00</b>	<b>\$ 430,255.11</b>
									<b>Total</b>

## Curtin Creek Community Park

### Phase 2 - Proposed Professional Fees (approximate breakdown)

June 7, 2021



Prime Consultant: Robertson Engineering, PC

		Billing Classification and Rate						Total
Task	Description	PME \$160	CE \$130	CD II \$110	CD I \$95	CAD \$80	Cler. \$60	
1	Project Management, Meetings, and Coordination	240			24			\$ 40,680
2	Construction Documents	90		158		166		\$ 45,060
3	Land-Use and Permitting	42		96			8	\$ 17,760
4	Public Involvement/Information	34						\$ 5,440
5	Geotechnical Services							\$ -
6	Technical Specifications	84						\$ 13,440
7	Cost Estimating	32			80			\$ 12,720
8	Bidding and Construction Services	96	24	40		34		\$ 25,600
<i>Subtotals</i>		618	24	294	104	200	8	\$ 160,700

Reimbursable Allowance: \$ 500

**Total NTE Fee Limit: \$ 161,200****Optional Tasks**

Opt. 1	Public Hearing	16						\$ 2,560
--------	----------------	----	--	--	--	--	--	----------

PME Project Managing Engineer  
 CE Civil Engineer  
 CD II Civil Designer II  
 CD I Civil Designer I  
 CAD CAD Technician  
 Cler. Clerical

## 2021 Standard Rate Schedule

Robertson Engineering, PC



S Corporation

Federal EIN: 47-1354575

Washington UBI: 603-414-055

Staff Type/Item	Billing Rate
<b>Labor Billing Rates</b>	
Project Managing Engineer	\$160 / hr.
Civil Engineer	\$130 / hr.
Civil Designer II	\$110 / hr.
Civil Designer I	\$95 / hr.
CAD Technician	\$80 / hr.
Clerical	\$60 / hr.
<b>Expenses</b>	
Automobile Mileage *	no charge
Mark-up on Project Expense (Reimbursables) **	0%
Mark-up on Subconsultants ***	10%

\* Employees are reimbursed for personal automobile mileage at the current IRS rate, however those costs are not itemized or charged to the client.

\*\* Project expenses include direct costs such as prints, copies, review fees, etc.

\*\*\* Refer to scope and fee proposal for applicability of sub-consultant mark-up.

For additional information or questions, please contact:

Chris Robertson

1101 Broadway Street #201, Vancouver, WA, 98660

Direct (360) 831-0066 | Cel (360) 921-8789

chris@robertsonengineering.us

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

---

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.





March 22, 2021

Mr. Chris Robertson, PE  
Robertson Engineering, PC  
1101 Broadway Street, Suite 201  
Vancouver, WA 98660

Subject: Curtin Creek Community Park - Phase 2 Proposal  
Professional Landscape Architecture Services

Dear Chris:

Thank you for the opportunity for WSP USA, Inc. to submit this scope of work for professional landscape architecture services for Phase 2 of the Curtin Creek Community Park project to Robertson Engineering, PC.

## PROJECT UNDERSTANDING

- Curtin Creek Community Park is a new 16.18-acre community park with access from Northeast (NE) 72nd Avenue in Clark County, Washington. It includes access and parking, play structure(s), nature play, open space areas, covered picnic shelters, restroom/storage building, multimodal trails, maintenance facilities, sports fields, sport courts, and public street frontage improvements.
- Phase 1 of the project was completed in winter 2019 and included community outreach, alternative concept developments, design level cost estimates, and a preferred conceptual master plan.
- The preferred conceptual master plan developed during Phase 1 was estimated to exceed the identified project budget. A list of potential reductions was identified by the design team and will be evaluated as the Phase 2 design progress to keep project within construction budget.
- WSP's work in Phase 2 of the project includes development of landscape and irrigation plans, specifications, and estimates (PS&Es), and bidding and construction services.
- Curtin Creek Community Park and street frontage improvements will be packaged as one PS&Es set with two separate bid schedules. The roadwork will be unit prices per Clark County standards and the site work will be lump sum with CSI format specifications.
- Phase 2 is anticipated to begin in April 2021 and span a 12-month period.
- Construction is anticipated to begin in spring/summer 2022.

Mr. Chris Robertson, PE  
March 22, 2021  
Page 2

## OVERALL PROJECT ASSUMPTIONS

This scope of work was developed based on the following assumptions. Task-specific assumptions are included in each task listed below.

- Clark County Public Works will manage Phase 2 of the project, and review will be coordinated with the Parks and Public Works Departments.
- Robertson is the prime contractor and will coordinate and facilitate project meetings and provide materials, agendas, and minutes.
- Robertson will be responsible for overall project management, land use permitting, engineering review, and the development of PS&Es for hardscape and plazas, trails, sport court/field design, fencing, signage, and site furnishings.
- PBS Engineering will be responsible for the development of PS&Es for public street improvements, site preparation, grading, and storm (conveyance and facility), sewer, and water layout, including associated specifications and cost estimates.
- WSP will be responsible for artistic renderings used for public involvement and the development of landscape and irrigation PS&Es for the community park, public roadway improvements, nature play, wetland viewpoints, and play structure(s).
- Robertson will be responsible for the design specifications and assistance for selection of pre-engineered structures for restroom building (with storage) and two picnic shelters.
- The wetland viewpoints will be on-grade and will not require structural design or building permits.
- WSP will provide deliverables to Robertson electronically in Word and/or PDF format.
- The County will conduct one round of review on each deliverable. One combined review set of comments will be provided by the County (Parks and Public Works) and provided to Robertson.
- All work contained in this scope of services is anticipated to be complete by end of 2022.

## SCOPE OF WORK

WSP will complete the following landscape architecture scope of work in support of Phase 2 of the project.

### **Task 1. Project Management, Meetings, and Coordination**

WSP will complete project management and coordination activities and participate in meetings, including during the project. Design of the project is assumed to be complete in early spring 2022 from notice to proceed and construction is assumed to follow and be completed in winter 2022. WSP will complete the following tasks.

- Prepare for and participate in monthly project team coordination and review meetings with design team and County staff during the design process to coordinate work for the development of PS&Es.

Mr. Chris Robertson, PE  
March 22, 2021  
Page 3

- Budget, scope monitoring, and invoicing.

***Assumptions***

- One WSP staff member will attend up to twelve 1-hour project team meetings and up to three 1-hour meetings with County staff in person at Robertson's office, Clark County Public Works, or via telecommunication.

**Task 2. Construction Documents**

In coordination with the design team, WSP will perform the following tasks related to landscape and irrigation construction documents (CD).

- Prepare and submit CDs for review of the landscape and irrigation design at 30, 60, 95, and 99 percent review cycles.
- Prepare 100 percent CDs for landscape and irrigation plans to be used for final bid set.

***Assumptions***

- The preferred conceptual master plan developed during Phase 1 will be the basis for design of the CAD site plan. Site plan will be developed and maintained as needed by Robertson.
- The 30 percent plans will be used for preapplication and early discussions for the land use applications prepared by Robertson.
- WSP anticipates irrigation design will include a pressure pump.
- No major site changes will occur after the 60 percent CD design submittal.
- Robertson will combine and submit CD plan sets to the County for review.
- The 60 percent plans will be used for land use applications.
- The 95 percent plans will be used for engineering review and permit approval.

***Deliverables***

- Draft 30, 60, 95, and 99 percent CDs for landscape and irrigation
- Final 100 percent CDs for landscape and irrigation plans to be used for bid set

**Task 3. Land Use Permitting Support**

WSP will perform the following tasks related to land use permitting.

***Assumptions***

- WSP is not responsible for agency permitting, including permit submittals, reviews, and conditions of approval or review timelines.
- Robertson will be responsible for preparing and submitting all land use permit applications and submittals.
- WSP will provide review of land use and SEPA narratives prepared by Robertson related to landscape and irrigation.

Mr. Chris Robertson, PE  
March 22, 2021  
Page 4

- Revisions to landscape and irrigation CDs based on County permit review will be completed in Task 2.

#### **Task 4. Public Involvement/Information**

For Phase 2, public information will focus on providing information to the community about the completion of Phase 1 and next steps in the development of the new community park. WSP will provide the following graphic support related to the public information task.

- Prepare a draft and final set of up to three artistic renderings.
- Prepare up to three 24- by 36-inch presentation boards to be used for community meetings.

#### ***Assumptions***

- Robertson and County staff will be responsible for all public involvement/information efforts for Phase 2, including Open House No. 2 and two neighborhood meetings. WSP staff will not attend public meetings.

#### ***Deliverables***

- Draft and final set of artistic renderings
- Up to three draft and final presentation boards

#### **Task 5. Geotechnical Services**

WSP will not provide any services related to geotechnical groundwater monitoring.

#### **Task 6. Specifications**

WSP will conduct the following tasks to support PS&Es submittal.

- Prepare outline specifications at the 60 percent CD submittal for landscape and irrigation plans.
- Prepare draft specifications at the 95 and 99 percent CD submittal for landscape and irrigation plans.
- Prepare final specifications at the 100 percent CD submittal for landscape and irrigation plans to be used for final bid set.

#### ***Assumptions***

- Robertson will be responsible for compiling specifications received from the design team.
- The County will prepare the Division 1 documents, bid proposal page, and contract documents.

#### ***Deliverables***

- Draft outline specifications at the 60 percent submittal
- Draft specifications at the 95 and 99 percent submittal
- Final specifications at the 100 percent to be used for bid set

Mr. Chris Robertson, PE  
March 22, 2021  
Page 5

### **Task 7. Cost Estimates**

The County has indicated that the current overall project budget is \$6,500,000, including all soft and hard costs. This budget is subject to change and will likely include identification of potential alternative bids. To complete the cost estimates, WSP will perform the following tasks.

- Prepare 30, 60, 95, and 99 percent cost estimates for site improvements associated with landscape and irrigation.
- Identify alternative bid options based on budget considerations.
- Prepare 100 percent cost estimate for site improvements associated with landscape and irrigation to be used for bid set.

#### ***Assumptions***

- Robertson will be responsible for compiling cost estimates received from design team.

#### ***Deliverables***

- Draft cost estimate at 30, 60, 95, and 99 percent submittals
- Final cost estimate at 100 percent to be used for bid set

### **Task 8. Bidding and Construction Services**

WSP will provide bid and construction administration support for the project for landscape and irrigation. To complete this work, WSP will perform the following tasks.

- Respond to contractor's requests for information (RFI) during the bid process.
- Review product submittal items during construction.
- Attend on-site construction observation meetings.
- Attend a punch list walk-through for landscape and irrigation work upon substantially complete.
- Prepare a punch list walk-through summary memorandum.
- Attend a final walk-through for landscape and irrigation work upon completion of punch list items.
- Prepare the Clark County Landscape Certification Form.

#### ***Assumptions***

- County will manage the construction contract.
- Advertisement and bidding will be provided by others.
- Review and response of up to six submittals is included.
- Review and response to up to four RFIs is included.
- Up to two WSP staff members will attend up to four 2-hour construction observation meetings.

Mr. Chris Robertson, PE  
March 22, 2021  
Page 6

- Up to two WSP staff members will participate in a 2-hour punch list walk-through.
- Up to two WSP staff members will participate in a 2-hour final walk-through.
- As-built landscape and irrigation drawings will be prepared by contractor.

***Deliverables***

- Response to submittals and RFIs
- Punch list walk-through summary report
- Clark County Landscape Certification Form

**FEE**

The following professional fees, including expenses, will be billed as incurred and will not exceed \$77,784 without written authorization.

Task 1.0: Project Management, Meetings, and Coordination	\$ 8,499
Task 2.0: Construction Documents	46,376
Task 3.0: Land Use/Permitting	1,274
Task 4.0: Public Involvement/Information	3,518
Task 5.0: Geotechnical Groundwater Monitoring	0
Task 6.0: Specifications	3,329
Task 7.0: Cost Estimates	4,007
Task 8.0: Bidding and Construction Services	10,707
Expenses	<u>74</u>
Total	<u>\$77,784</u>

**CLOSING**

If you wish to accept this proposal, please provide us with a contract. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal, and we look forward to working with you. If you have questions, please call me at 360-823-6100.

Sincerely,



Juanita B. Rogers  
Senior Landscape Architect



Helen Devery  
Northwest Pacific Business Line Leader,  
Planning Vice President

JBR:HD:nb

**Curtin Creek Community Park****Phase 2 - Proposed Professional Fees (approximate breakdown)**

March 22, 2021

Subconsultant: WSP USA

Task	Description	Billing Classification and Rate								Total
		SSUA	SUA	SA	AD	SCGS	CMA	SAA	SP	
		\$152.38	\$151.02	\$121.39	\$115.63	\$128.43	\$154.94	\$101.50	\$147.58	
1	Project Management, Meetings, and Coordination	2	36				6	18		\$ 8,498.12
2	Construction Documents	8	164	86	86					\$ 46,370.04
3	Land-Use/Permitting		2	8						\$ 1,273.16
4	Public Involvement/Information		4	24						\$ 3,517.44
5	Geotechnical Groundwater Monitoring									\$ -
6	Specifications	2	20							\$ 3,325.16
7	Cost Estimating	2	15	8	4					\$ 4,003.70
8	Bidding and Construction Services	2	52		22					\$ 10,701.66
<i>Subtotals</i>		16	293	126	112	0	6	18	0	\$ 77,689.28

Expenses \$ 74

SSUA	SR SUPV ARCHITECT	
SUA	SUPV ARCHITECT	\$ 77,763.28
SA	SR ARCHITECT	
AD	ARCHITECT DESIGNER	
SCGS	SR COMPUTER/ GRAPHICS SPECIALIST	
CMA	COMMUNICATIONS/MARKETING ASSISTANT III	
SAA	SR ADMIN ASST	
SP	SUPV PLANNER	



May 28, 2021

Chris Robertson, PE  
Robertson Engineering  
1101 Broadway Street #201  
Vancouver, WA 98660

Via email: chris@robertsonengineering.us

Regarding: Proposal to Provide Civil Engineering services  
Curtin Creek Community Park Phase 2  
12603 NE 72<sup>nd</sup> Avenue  
Vancouver, Washington  
PBS Proposal 71460.000

Dear Mr. Robertson:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to Robertson Engineering (Client) to provide Civil Engineering services for of Curtin Creek Community Park Phase 2 in Clark County, Washington.

This proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

#### **PROJECT DESCRIPTION AND BACKGROUND**

Clark County (property owner) is looking to develop a new community park (Curtin Creek Community Park) on a +/- 38.5-acre parcel at 12603 NE 72<sup>nd</sup> Avenue. The west portion of the site contains an existing fire station and the east portion contains an existing wetland mitigation area (Gaddis Wetlands). This leaves approximately 16.8 acres for development of the new park (Project).

The Project proposes both a community park (access and parking, play structure(s), a natural play area, restroom/storage building, picnic shelters, and multi-modal trails), as well as sports fields (one synthetic turf with athletic field lights and one natural grass field) and sport courts (tennis, pickle ball, futsal, and basketball).

Anticipated utility improvements include stormwater facilities to handle stormwater runoff generated by the project, and water extension from the fire station to serve the Project. The sanitary sewer will be extended from the existing on-site sanitary sewer line running north-south within a sanitary sewer easement just east of the proposed development area. Clark Regional Wastewater District's (CRWWD) capital improvement plans shows the sanitary sewer extending through the project site and extending to NE 72<sup>nd</sup> Ave. While the sanitary sewer may be required to extend farther than needed to serve the Project (assumed to be up to the existing fire station), partial to full reimbursement for design and construction costs is expected from CRWWD to install this sanitary sewer extension. Discussion with CRWWD have started regarding coordination.

Access for the site will be from NE 72<sup>nd</sup> Ave through the adjacent fire station's driveway, and project improvements will include frontage improvements along the parcel and will include relocation of the fire signal.



Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 2 of 9

The project has been divided into two phases. Phase 1 is a Feasibility Study and Master Plan and Phase 2 includes design, permitting, bid and construction. Phase 1 has been completed, and this scope and fee proposal is limited to only Phase 2 work. Phase 2 will address preparation of preliminary and final engineering plans, specifications, cost estimating, and bidding and construction services.

### **SCOPE OF WORK**

PBS Engineering and Environmental Inc. (PBS) proposes to provide civil engineering for the project. The following lists the tasks identified in the Subconsultant Request for Proposal:

- Task 1. Project Management, Meetings, and Coordination
- Task 2. Construction Documents
- Task 3. Land-Use/Permitting
- Task 4. Public Involvement/Information
- Task 5. Geotechnical Services
- Task 6. Specifications
- Task 7. Cost Estimating
- Task 8. Bidding and Construction Services

PBS has prepared the following scope of work for the tasks above, including a list of detailed assumptions, work items, and final products that can be expected as part of our services are included herein.

### **Assumptions**

In preparing this Scope of Work, PBS has made the following assumptions to develop the scope of services, exclusions, and fees for this project:

1. PBS will prepare submittal items listed in this "Scope of Work."
2. PBS assumes submittal coordination efforts for the Type II Site Plan Review (SPR) will be coordinated by others.
3. PBS assumes submittal coordination efforts for County engineering reviews will be coordinated by PBS.
4. PBS assumes a topographic and boundary survey will be completed by Clark County and provided to PBS for use on this project.
5. Clark County provided GIS information and site reconnaissance will be used to help evaluate existing utilities and environmental conditions.
6. The site plan will be prepared by others and properly scaled, designed, and set within the survey boundary of the property. A copy of the site plan, in AutoCAD format, will be provided to PBS for use in the design.
7. Upon receipt of a notice to proceed with SPR drawings (30% Plans), the general site layout will not be altered to affect the civil services.
8. Civil plans will be prepared as one plan set.
9. The public frontage improvements and private on-site work will be prepared as one submittal package with two separate bid schedules.
10. Stormwater management facilities will be modeled using Clark County standards.
11. It is assumed that on-site soils have the capacity to infiltrate the project runoff.

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 3 of 9

12. PBS assumes that treated stormwater runoff can infiltrate into native soils for on-site improvements, and drain to the existing roadside ditch along NE 72<sup>nd</sup> Ave and/or infiltrate into native soils for the frontage improvements.
13. The fire signal located along NE 72<sup>nd</sup> Ave may require relocation due to the frontage improvements associated with the project. This relocation may also require design of a longer signal arm, contingent on the new location of the pole.
14. If the fire signal pole is relocated to trigger a longer arm, the new signal arm design and the foundation design of the pole base is excluded from PBS' scope of work.
15. PBS assumes the Client will provide a geotechnical report from a licensed geotechnical engineer providing pavement section design for the parking areas, drive aisles, and roadways.
16. PBS assumes that water from the local purveyor is available adjacent to the site in NE 72<sup>nd</sup> Ave and has the capacity to provide service to the project.
17. Existing conditions, street/parking, signing and striping plans will be prepared by others.
18. No off-site utility extensions are included in this scope of work.
19. Limit of civil work is assumed to extend to within 5' feet of buildings.
20. Construction of proposed improvements for this project's site development will be completed in one phase. Early grading plans will not be required.
21. A road modification may be required. No other adjustments, exceptions, variances, or appeals will be needed for completion of this project.
22. All drawings required for submittal will be prepared using the standard sheet size of 24" x 36".
23. PBS assumes the project will require bid alternates. The alternates requiring civil design will be presented in additional sheets in the plan set.
24. Separate specifications will be provided for the frontage improvements (WSDOT format) and the onsite improvements (CSI format). Frontage improvement specifications will be prepared by Clark County and reviewed by PBS. On-site specifications will be provided by design team – PBS will prepare the civil portions of the CSI specifications.

#### **Task 1. Project Management, Meetings, and Coordination**

1. Provide for civil engineer to attend one pre-application meeting with Clark County.
2. Provide for civil engineer to attend monthly meetings with project team and one-on-one meeting as needed to address specific issues (assume fifteen meetings).

#### **Task 2. Construction Documents**

Major task will be preparing Construction Drawings (preliminary and final engineering plans). Project improvements will be included in the Construction Drawings.

1. Provide support and consultation by phone, and e-mail with client and design team members.
2. Anticipated Client submittals for Construction Documents includes:
  - a. Preliminary Engineering Submittals: internal review of the Type II Site Plan Review submittal prior to submitting to the County, 30% Plans, and 60% Plans (three total). The 30% Plans will be

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 4 of 9

submitted with the Type II Site Plan Review. PBS submittals documents will be provided to Robertson Engineering for compiling each submittal package.

- b. Final Engineering Submittals: 95% Plans, 99% Plans, and 100% Plans. Anticipated Agency submittals include engineering review (use internal 95% Plans submittal), the revised plans addressing the County's 1st civil review, and the revised plan addressing the County's 2nd civil review (use internal 100% Plan submittal) (four total). PBS will coordinate and submit Final Engineering submittals to Clark County, Clark Regional Wastewater District, and Clark Public Utilities for final engineering reviews.
3. Items included in the Preliminary Engineering plans:
  - a. Cover Sheet – Plan view with scaled vicinity map, sheet index, general notes, and agency signature blocks
  - b. General Notes and Legend sheets
  - c. Existing Conditions Plan – frontage improvements only
  - d. Erosion and Sedimentation Control Plan – Plan view showing the general location and typical construction details for installation of standard erosion and sediment control Best Management Practices (BMPs)
  - e. Grading Plan – Plan view providing for 1-foot finish grade contours and establishing the finished floor elevation.
  - f. Utility Plan – Plan view drawing showing the location stormwater collection, conveyance, detention and treatment facility, layout of main lines providing services to the new building, main fire loop and fire hydrants. Sanitary improvements will show a gravity line extension to the property line.
  - g. Frontage Improvement Plan and Profile – Plan view showing impacts of the road widening providing for proposed grading (1-foot finish grade contours and providing for ADA access to the site). Profile view of proposed road and utility improvements.
4. Items included in the Final Engineering plans are:
  - a. Cover Sheet – Plan view with vicinity map, sheet index, general notes, standard construction specifications, and agency signature blocks
  - b. General Notes and Legend sheets
  - c. Existing Conditions Plan – frontage improvements only
  - d. Erosion and Sedimentation Control Plan and Details– Plan view showing the general location and typical construction details for installation of standard erosion and sediment control Best Management Practices (BMPs)
  - e. Grading Plan – Plan view providing for 1-foot finish grade contours, spot shots, and providing for ADA access
  - f. Stormwater Plan – Plan view drawing showing the location stormwater collection, conveyance, and treatment facilities.
  - g. Stormwater Facility Plan – Detail of proposed stormwater facilities

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 5 of 9

- h. Sanitary Sewer and Water Plan – Plan view layout of main lines providing services to the new building, main fire loop and fire hydrants. A gravity sanitary sewer line will be provided to the property line.
  - i. Utility Plan and Profiles – Plan and profile views of the on-site proposed sanitary sewer, water and storm water utilities
  - j. Frontage Improvement Plan and Profile– Plan view showing impacts of the road widening providing for proposed grading (1-foot finish grade contours and providing for ADA access to the site). Profile view of proposed road and utility improvements.
  - k. ADA Grading Details
  - l. Construction Details – providing for stormwater, sanitary sewer, water, erosion control, paving and other civil engineering site improvements per scope items above
  - m. Project Alternates – all alternates proposed for the project.
- 5. PBS will prepare a final Technical Information Report (TIR).
  - 6. PBS will prepare the required Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be completed in accordance with the Washington State Department of Ecology's guidelines for preparing a construction site.
  - 7. PBS will prepare the National Pollutant Discharge Elimination System (NPDES) construction stormwater permit. Filing the NPDES Notice of Intent (NOI) is also included and will be provided by PBS staff. Clark County may deem this project does not require based on the site containing infiltrative soils.

### **Task 3. Land-Use / Permitting**

Major work items will be to coordinate and prepare preliminary engineering submittal for Clark County's Type II Site Plan Review. Specific tasks to be performed and services to be provided herein are included below:

- 1. Provide support and consultation by phone, and e-mail with client and design team members
- 2. The PBS project engineer will conduct one site visit prior to preparation of the drawings
- 3. PBS staff will provide the civil engineering portions of the project narrative and SEPA
- 4. PBS will prepare a preliminary technical information report (TIR) to include as part of the Type II Site Plan Review to Clark County.

### **Task 4. Public Involvement / Information**

PBS assumes no involvement with this task.

### **Task 5. Geotechnical Services**

PBS assumes no involvement with this task.

### **Task 6. Specifications**

- 1. Specifications will be prepared for the following submittals: 60% (outline), 95%, 99%, and 100% (four total)
- 2. Clark County Public Works will take the lead in preparation of the Contract Documents.
- 3. Two separate specification documents will be prepared for the project: Frontage improvements (Part 1) and on-site improvements (Part 2)
  - a. Part 1 – PBS will prepare bid proposal (listing of unit bid items and quantities), and review of the Special Provisions Division 1-9 as prepared by Clark County Public Works. Comments will be

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 6 of 9

provided in Word using track changes. Three meetings for coordination are anticipated. Part 1 specifications will be unit prices per Clark County standards.

- b. PBS will prepare CSI specifications for the civil engineering portion of the project related to the on-site improvements. Part 2 will be lump sum.

#### **Task 7. Cost Estimating**

PBS staff will prepare one opinion of construction costs for the civil engineering portions of the on-site and frontage improvements. PBS assumes the estimates will be prepared for the 30%, 60%, 95%, 99%, and 100% submittals (5 total) of the PS&E Development.

#### **Task 8. Bidding and Construction Assistance**

PBS staff will provide limited construction services and assistance through the bidding and construction of the project. This scope of work is as follows:

1. Provide team support during the bidding phase of the project to address bidders' questions and prepare bid addenda
2. Attendance at one pre-construction meeting
3. Address contractor Requests for Information (RFIs)
4. Review material submittals and shop drawings
5. Provide for the project engineer to perform three site visits during construction
6. Provide for the project engineer to perform a final walkthrough, prepare a punch list of items needing completion, and backcheck of the punch list
7. PBS engineering staff will import record survey data as provided to PBS from the project's licensed land surveyor in AutoCAD format
8. Perform one site visit to verify final as-built sewer and storm data
9. Preparation of as-built drawings for the on-site utilities and submittal to the County for review and approval
10. Submit signed set of mylar as-built drawings to the County with electronic copies in AutoCAD and pdf versions

#### **Deliverables**

The following are the deliverables anticipated for Phase 2 of the Project:

1. 30% Plans and Estimate
2. Type II Site Plan Review – 30% Plans, Preliminary Stormwater Report
3. 60% Plans, Outline Specifications, and Estimate
4. 95% Plans, Specifications, and Estimate
5. Engineering Submittals – 95% Plans, Final Stormwater Report, SWPPP
6. 99% Plans, Specifications, and Estimate
7. 100% Plans, Specifications, and Estimate

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 7 of 9

### **Exclusions**

The following services or products have been excluded from the scope of services. Most of these items can be provided at the Client's request as a change to the scope of services and an additional fee.

1. Land Surveying, Land Use Planning, Traffic Engineering, Geotechnical Engineering, Electrical Engineering, Mechanical Engineering, Environmental Engineering, Structural Engineering, and Landscape Architecture Services
2. Design of dry utility systems (electric, gas, phone, etc.)
3. Payment of any plan reviews, application, or permit fees
4. Design for hardscape and plaza areas
5. Design and drawings for site lighting or landscape lighting
6. Construction inspection

### **CLIENT RESPONSIBILITIES**

1. Provide all land surveying requirements, boundary, site topography and existing conditions survey, final plat and application, deed history with any existing covenants or restrictions that affect the property, easements, and as-built data survey for the on-site and off-site improvements. All survey information to be prepared and provided in an electronic format (AutoCAD).
2. Provide PBS with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
3. Give prompt written notice to PBS whenever Client observes or otherwise becomes aware of the presence at the Project site of any condition that affects the scope or time of performance of PBS's services, or any defect or nonconformance in PBS's services.
4. Arrange for safe access to and make all provisions for PBS to enter upon public and private property as required for PBS to perform services under the Agreement.
5. Pay all agency fees, permits, application plan check, etc.

Robertson Engineering  
 Proposal for Curtin Creek Community Park Phase 2  
 May 28, 2021  
 Page 8 of 9

### **ESTIMATED CONTRACT PRICE**

PBS will provide the proposed civil engineering services, as outlined above, on a time and materials basis. An estimate of probable fees and reimbursable expenses is below.

Services provided outside of the scope of work will be considered "additional services" and charged on a time and materials basis in accordance with PBS's current fee schedule.

This proposal is valid for 30 days from the date of the proposal.

### **COMPENSATION ESTIMATE**

PBS proposes to provide the scope of work on a time and materials basis with a not-to-exceed limit of \$129,525 as itemized below:

Task 1	Project Management / Meetings / Coordination	\$9,395
Task 2	Construction Documents	\$62,945
Task 3	Land Use / Permitting	\$20,125
Task 4	Public Involvement / Information	\$0
Task 5	Geotechnical Services	\$0
Task 6	Specifications	\$12,225
Task 7	Cost Estimating	\$11,745
Task 8	Bidding / Construction Assistance Services	\$12,990
	Reimbursable Allowance	\$100
		<b>Total \$129,525</b>

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

#### *General Terms and Condition*

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 10/2018). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

### **SCHEDULE**

PBS is available to begin work on this project approximately 2 weeks upon receipt of a signed copy of this Agreement. The scope of work will be completed approximately in parallel with the project team to produce the deliverables.

Robertson Engineering  
Proposal for Curtin Creek Community Park Phase 2  
May 28, 2021  
Page 9 of 9

**APPROVAL**

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 360.567.2133 or [elissa.peters@pbsusa.com](mailto:elissa.peters@pbsusa.com) with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elissa Peters', with a stylized flourish at the end.

Elissa Peters, PE  
Project Civil Engineer  
PBS Engineering and Environmental Inc.

Attachment(s): PBS General Terms and Conditions for Professional Services (Rev. 10/2018)  
PBS 2021 Labor Rates

EAP:RED



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

## PROFESSIONAL TECHNICAL STAFF

### ENGINEERING/SURVEYING

Engineering Technician .....	95.00	Design Technician IV .....	130.00	Landscape/Planning II .....	95.00
Engineering Staff I .....	115.00	Engineering Geologist I .....	130.00	Landscape/Planning III .....	105.00
Engineering Staff II .....	125.00	Engineering Geologist II .....	150.00	Landscape/Planning IV .....	120.00
Engineering Staff III .....	135.00	Survey I (Assistant) .....	90.00	Landscape/Planning V .....	135.00
Engineer IV .....	145.00	Survey II (Technician) .....	110.00	Landscape/Planning VI .....	150.00
Engineer V .....	155.00	Survey III (LSIT) .....	115.00	Construction Inspector I .....	95.00
Engineer VI .....	165.00	Survey IV (PLS) .....	140.00	Construction Inspector II .....	105.00
Engineer VII .....	180.00	Survey V (PLS Manager) .....	150.00	Construction Inspector III .....	120.00
Engineer VIII .....	195.00	Survey VI (PLS Principal) .....	170.00	Construction Inspector IV .....	130.00
Principal Engineer .....	230.00	Survey 1-Person Crew .....	140.00	Construction Inspector V .....	140.00
Design Technician I .....	105.00	Survey 2-Person Crew .....	195.00	Construction Inspector VI .....	155.00
Design Technician II .....	115.00	Unmanned Aerial Sys Operator .....	140.00		
Design Technician III .....	120.00	Landscape/Planning I .....	85.00		

### ENVIRONMENTAL

Field Technician .....	70.00	Project Env./Regulatory Specialist ...	120.00	Sr. Geologist III/Hydrogeologist III..	165.00
Sr. Field Technician .....	90.00	Project Env. Compliance Monitor ....	115.00	Prin. Geologist/Hydrogeologist .....	200.00
Field Scientist/Planner .....	80.00	Sr. Env./Regulatory Specialist .....	145.00	Project Manager (Env) .....	120.00
Staff Scientist I .....	85.00	Sr. Env. Compliance Monitor .....	125.00	Sr. Project Manager I .....	130.00
Staff Scientist /Planner II .....	95.00	Staff Geologist I .....	85.00	Sr. Project Manager II .....	140.00
Project Scientist/Planner I .....	105.00	Staff Geologist II .....	95.00	Sr. Project Manager III .....	150.00
Project Scientist/Planner II .....	115.00	Proj. Geologist I/Hydrogeologist I ....	105.00	Sr. Project Manager IV .....	160.00
Sr. Scientist/Planner .....	145.00	Proj. Geologist II/Hydrogeologist II..	120.00	Sr. Project Manager V .....	170.00
Principal Scientist/Planner .....	195.00	Sr. Geologist I/Hydrogeologist I .....	135.00		
Staff Env./Regulatory Specialist .....	95.00	Sr. Geologist II/Hydrogeologist II ....	150.00		

### INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor .....	75.00	Sr. Industrial Hygienist II .....	145.00
Industrial Hygienist/AHERA Inspector I .....	90.00	Trainer/Safety Specialist .....	115.00
Industrial Hygienist/AHERA Inspector II .....	100.00	Project Designer .....	105.00
Certified Industrial Hygienist I .....	125.00	Project Manager (IH) .....	115.00
Certified Industrial Hygienist II .....	160.00	Sr. Project Manager (IH) .....	135.00
Sr. Industrial Hygienist I .....	135.00	Principal – Industrial Hygiene .....	195.00

## TECHNICAL SUPPORT STAFF

Administration I .....	75.00	CAD/MicroStation Tech II .....	100.00	Public Involvement I .....	75.00
Administration II .....	85.00	CAD Manager .....	130.00	Public Involvement II .....	90.00
Administration III .....	95.00	Sr. Writer/Editor .....	110.00	Public Involvement III .....	105.00
Project Administrator I .....	85.00	Writer/Editor .....	95.00	Public Involvement IV .....	120.00
Project Administrator II .....	95.00	Graphic Artist .....	100.00	Public Involvement Manager .....	145.00
Project Administrator III .....	105.00	IT/Database Management .....	110.00	Grant Writer .....	125.00
CAD/MicroStation Tech I .....	90.00	GIS Analyst .....	120.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.

Court and arbitration time may be charged at two times the above rate.

## General Terms and Conditions for Professional Services

8. **RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
9. **BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
10. **RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
11. **EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
12. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
13. **TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS's services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
14. **MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply:

(a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

## PROFESSIONAL TECHNICAL STAFF

### ENGINEERING/SURVEYING

Engineering Technician .....	95.00	Design Technician IV .....	130.00	Landscape/Planning II .....	95.00
Engineer I .....	110.00	Engineering Geologist I .....	130.00	Landscape/Planning III .....	105.00
Engineer II .....	120.00	Engineering Geologist II .....	150.00	Landscape/Planning IV .....	120.00
Engineer III .....	130.00	Survey I (Assistant) .....	85.00	Landscape/Planning V .....	135.00
Engineer IV .....	140.00	Survey II (Technician) .....	105.00	Landscape/Planning VI .....	145.00
Engineer V .....	150.00	Survey III (LSIT) .....	115.00	Construction Inspector I .....	95.00
Engineer VI .....	165.00	Survey IV (PLS) .....	140.00	Construction Inspector II .....	105.00
Engineer VII .....	180.00	Survey V (PLS Manager) .....	150.00	Construction Inspector III .....	120.00
Engineer VIII .....	190.00	Survey VI (PLS Principal) .....	170.00	Construction Inspector IV .....	130.00
Principal Engineer .....	225.00	Survey 1-Person Crew .....	140.00	Construction Inspector V .....	140.00
Design Technician I .....	105.00	Survey 2-Person Crew .....	195.00	Construction Inspector VI .....	155.00
Design Technician II .....	115.00	Unmanned Aerial Sys Operator .....	135.00		
Design Technician III .....	120.00	Landscape/Planning I .....	85.00		

### ENVIRONMENTAL

Field Technician .....	70.00	Project Env./Regulatory Specialist ...	120.00	Sr. Geologist III/Hydrogeologist III..	165.00
Sr. Field Technician .....	90.00	Project Env. Compliance Monitor ....	115.00	Prin. Geologist/Hydrogeologist .....	200.00
Field Scientist/Planner .....	80.00	Sr. Env./Regulatory Specialist .....	145.00	Project Manager (Env) .....	120.00
Staff Scientist I .....	85.00	Sr. Env. Compliance Monitor .....	125.00	Sr. Project Manager I .....	125.00
Staff Scientist /Planner II .....	95.00	Staff Geologist I .....	85.00	Sr. Project Manager II .....	135.00
Project Scientist/Planner I .....	105.00	Staff Geologist II .....	95.00	Sr. Project Manager III .....	145.00
Project Scientist/Planner II .....	110.00	Proj. Geologist I/Hydrogeologist I ...	105.00	Sr. Project Manager IV .....	155.00
Sr. Scientist/Planner .....	145.00	Proj. Geologist II/Hydrogeologist II..	120.00	Sr. Project Manager V .....	165.00
Principal Scientist/Planner .....	195.00	Sr. Geologist I/Hydrogeologist I .....	135.00		
Staff Env./Regulatory Specialist .....	95.00	Sr. Geologist II/Hydrogeologist II ....	150.00		

### INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor .....	85.00	Trainer/Safety Specialist .....	115.00
Industrial Hygienist/AHERA Inspector .....	95.00	Project Designer .....	105.00
Certified Industrial Hygienist I .....	120.00	Project Manager (IH) .....	110.00
Certified Industrial Hygienist II .....	155.00	Sr. Project Manager .....	135.00
Sr. Industrial Hygienist I .....	135.00	Principal – Industrial Hygiene .....	195.00
Sr. Industrial Hygienist II .....	145.00		

## TECHNICAL SUPPORT STAFF

Administration .....	70.00	Writer/Editor .....	95.00
Project Administrator I .....	85.00	Graphic Artist .....	100.00
Project Administrator II .....	95.00	IT/Database Management .....	110.00
CAD/MicroStation Tech I .....	90.00	GIS Analyst .....	120.00
CAD/MicroStation Tech II .....	100.00	Public Involvement .....	120.00
CAD Manager .....	130.00	Grant Writer .....	125.00

*Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.  
Court and arbitration time may be charged at two times the above rate.*

## Curtin Creek Community Park

### Phase 2 - Proposed Professional Fees (approximate breakdown)

May 28, 2021

Subconsultant: PBS Engineering and Environmental

Task	Description	Billing Classification and Rate					Total
		Eng VII \$180	Eng VI \$165	Eng IV \$145	Eng I \$115	Admin \$85	
1	Project Management, Meetings, and Coordination	2	30	25	4	0	\$ 9,395
2	Construction Documents	8	50	85	350	8	\$ 62,945
3	Land-Use/Permitting	4	20	35	90	8	\$ 20,125
4	Public Involvement/Information	0	0	0	0	0	\$ -
5	Geotechnical Groundwater Monitoring	0	0	0	0	0	\$ -
6	Specifications	2	8	20	65	2	\$ 12,225
7	Cost Estimating	2	6	15	70	2	\$ 11,745
8	Bidding and Construction Services	2	20	20	50	8	\$ 12,990
<i>Subtotals</i>		20	134	200	629	28	\$ 129,425

Reimbursables

\$ 100

Eng. VII Engineer VII

Eng. VI Engineer VI

Eng. IV Engineer IV

Eng. I Engineer I

Admin Project Administrator I

\$ 129,525



March 9, 2020

VIA e-mail: [chris@robertsonengineering.us](mailto:chris@robertsonengineering.us)

Chris Robertson, P.E.  
**Robertson Engineering, PC**

**SUBJECT: Curtin Creek Community Park**  
Electrical Engineering Design Fees

Chris,

Thank you for requesting a fee proposal for the Curtin Creek Community Park project located near 12600 NE 72<sup>nd</sup> Avenue, WA. 98686

**Project Description**

The project consists of a 16.18-acre community park that will include the following:

- Public Street Improvements for NE 72<sup>nd</sup> Avenue, including relocation of the fire signal
- Parking (count to be adjusted after traffic study)
- One synthetic turf multi-purpose field with athletic field lights (south)
- One natural grass athletic field with permanent rugby goalposts (north)
- Sport court(s) for tennis, pickle ball, futsal, and basketball (TBD)
- Trails throughout
- Play structure(s)
- Nature play area
- Pre-engineered/pre-manufactured restroom/storage building
- Pre-engineered picnic shelters (large and small)

**Scope Of Work**

***General:***

- Discuss with AE team and the owner the electrical system options for the overall design.
- Attend up to six (6) design coordination meetings. The remainder will be conducted by phone and email.
- One site visit to coordinate utility requirements.
- Conduct code reviews and contact local authorities as required.
- Fill out Washington State Non-Residential Energy Code Compliance forms.
- Submit drawings and estimate at 30% DD.
- Submit documents (drawings, specifications and estimates) at 60%CD, 95%CD, 99%CD for review.
- Submit documents (drawings specifications and estimate) at 100% for use in permit, bid and construction.
- Provide bid and construction period services including services including review of substitution requests, submittal review, respond to contractor questions through Bid and Construction phases and provide three (3) site visits with observation reports.

***Continued, next page . . .***

Chris Robertson, Robertson Engineering  
March 9, 2020

Curtin Creek Comm. Park - Fee Proposal  
Page 2

***Electrical:***

- Electrical service and power distribution for the Turf Field lighting. The Turf Field lighting and controls design and specification is provided by a sports field lighting vendor.
- Electrical service for pre-engineered restroom/storage building and pre-engineered picnic shelters (two), Electrical service for the parking lot and pedestrian lighting (along east-west corridor between the sports fields).
- Site Lighting design (including controls) for the parking lot and pedestrian lighting including photometric calculations for site plan review.

***Assumptions:***

- Drawings will be produced using AutoCAD R2017 and specifications in CSI format, modified to meet Owner requirements.
- Electrical service(s) originates directly from the power utility and is available close to the site. If not, then such effort is considered as additional services to this proposal and will be addressed separately as needed.
- The turf field lighting vendor shall provide MKE with electrical documentation of the field lighting design that includes complete load calculations and locations of equipment connections.
- The Pre-engineered structure(s) engineered drawings will be provided to MKE for coordination.
- Power and Lighting devices, equipment and internal electrical distribution and branch wiring for the pre-engineered structures is integral to the pre-engineered structures and not included in this scope of work.
- MKE will not be responsible for creating "Record Drawings" as part of the base bid.

***Alternates:***

- Telecommunications System Design: Include design of raceway to serve incoming telecom/cable utility for data services to serve the sports field lighting control system.

***Fee:***

For the services above, MKE proposes a fee of **\$27,720** to be invoiced on a Time & Materials, Not to Exceed Basis and will be invoiced on the attached fee structure.

Invoices for services will be submitted on a monthly basis. Payments due which exceed 60 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

Changes to the design after work has substantially started will be considered extra services and billed on an hourly basis in addition to the fee given above.

If you have any questions or comments regarding this proposal, please feel free to call.

Sincerely,



Mark Garand  
Associate, Electrical

MG/heo

## Curtin Creek Community Park

### Phase 2 - Proposed Professional Fees (approximate breakdown)

April 10, 2020

Subconsultant: MKE and Associates

Task	Description	Billing Classification and Rate				Total
		PE \$190	PM \$135	DT \$90	CC \$70	
1	Project Management, Meetings, and Coordination	2	18	0	6	\$ 3,230
2	Construction Documents	10	20	80	40	\$ 14,600
3	Land-Use/Permitting	1	4	10	4	\$ 1,910
4	Public Involvement/Information	0	0	0	0	\$ -
5	Geotechnical Groundwater Monitoring	0	0	0	0	\$ -
6	Specifications	1	8	0	4	\$ 1,550
7	Cost Estimating	1	6	0	2	\$ 1,140
8	Bidding and Construction Services	4	22	8	12	\$ 5,290
<i>Subtotals</i>		19	78	98	68	\$ 27,720

Reimbursable Allowance: \$ -

PE Principal  
 PM Project Manager / Engineer  
 DT Designer  
 CC CAD / Clerical

**Total NTE Fee Limit: \$ 27,720**



March 3, 2020

Mr. Chris Robertson  
Robertson Engineering  
1101 Broadway Street, Suite 201  
Vancouver, WA 98660

**RE: Curtin Creek Community Park, Phase 2**

Dear Chris:

We are pleased to provide a proposal to you for structural engineering services on the above-referenced project.

#### **PROJECT BACKGROUND**

From your emails of February 26, 2020, we understand that this project is a new park for Clark County. This is planned to be a new 16-acre community park located near the intersection of NE 119<sup>th</sup> Street and NW 72<sup>nd</sup> Avenue. The new park will have synthetic turf multi-purpose fields, natural grass athletic fields, sports courts, trails, play structures, pre-engineered storage/restroom building and pre-engineered picnic shelters.

The anticipated structural scope of services is as follows:

- Structural analysis for rugby posts, one backstop condition, and two chain link fence conditions over six feet tall.
- Foundation design, plan, and analysis for pre-engineered/pre-manufactured restroom/storage building.
- Foundation design, plan, and analysis for pre-engineered picnic shelters (large and small).
- Structural analysis for parking lot lights.
- Review pertinent specifications.
- Bidding and construction services.

We have assumed we will receive a geotechnical report for the site prior to our starting foundation designs. A conventional foundation system, utilizing pad footings or continuous strip footings, is assumed. Design of piling or other special systems is currently out of our scope of work, and would need to be evaluated for additional fee if a special system is necessary.

#### **SCOPE OF WORK**

We propose to provide structural design, construction documents, mark-up of the structural portion of the architectural specifications, shop drawing review of structural items and limited observation during construction (up to a maximum of two trips) to verify that work is proceeding in accordance with our design intent.

This proposal does not include the following structural engineering services:

- Structures on the property other than the structures identified above.
- Contractor-designed items such as shoring and bracing.
- Cost estimating.

If it is desired that we provide any of the above-identified services currently not included in our proposal, we would be happy to provide another proposal identifying the scope and fees of the additional services for your use.



## COMPENSATION

Our fee for the above-described services is an estimated stipulated sum of \$13,230.00, broken down as shown below.

Task	Description	Billing Classification and Rate					Total
		Principal \$160	Project Engineer \$110	Designer \$85	Technician \$100	Administrative \$100	
1	Project Management, Meetings, and Coordination	8	16	0	0	0	\$ 3,040.00
2	Construction Documents	0	0	52	24	7	\$ 7,520.00
3	Land-Use/Permitting	0	0	0	0	0	\$ -
4	Public Involvement/Information	0	0	0	0	0	\$ -
5	Geotechnical Groundwater Monitoring	0	0	0	0	0	\$ -
6	Specifications	5	0	0	0	0	\$ 800.00
7	Cost Estimating	0	0	0	0	0	\$ -
8	Bidding and Construction Services	0	17	0	0	0	\$ 1,870.00
<i>Subtotals</i>		13	33	52	24	7	\$ 13,230

Invoicing will be on an hourly basis. Invoices shall be submitted monthly for services and are due when rendered. Invoices considered PAST DUE may be subject to a monthly service charge of 1.5% of the unpaid balance (18% true annual rate).

Changes to our design after we have substantially started will be considered additional services and will be billed on an hourly basis in addition to our above fee.

This proposal is based upon the assumption that your standard contract, such as we have received in the past from your office, will be an acceptable instrument for an agreement. Below is a location for your signature authorizing us to proceed, based upon this proposal, assuming that a contract will be generated at a later time.

I trust that the above information is satisfactory for your needs. If you have any questions, please call our office.

We look forward to working with you on this project.

Sincerely,



David M. Aronson, PE, SE  
Kramer Gehlen & Associates, Inc.



June 1, 2021

Mr. Chris Robertson  
Robertson Engineering, PC  
2300 Main Street  
Vancouver, Washington 98660

**Re: Proposal for Geotechnical Services**  
**Curtin Creek Park – Phase 2**  
**12603 NE 72<sup>nd</sup> Avenue, Parcel No. 198555000**  
**Vancouver, Washington**

Mr. Robertson:

Columbia West Engineering, Inc. (Columbia West) is pleased to provide this proposal agreement / contract with attached standard terms and conditions and fee schedule (Exhibits A and B, 3 pages) for requested geotechnical services for the above-referenced project located in Vancouver, Washington. The terms and conditions set forth in this contract are to provide the basis for the relationship between Columbia West and Robertson Engineering, PC.

**Scope of Services.** The scope of services includes:

**Geotechnical Services**

- Columbia West will provide on-call geotechnical consulting services during design as requested.
  - 15 hours Principal Engineer @ \$192.78 = \$2,891.70
- Columbia West will provide on-call construction geotechnical engineer of record consulting services as requested.
  - 6 hours Principal Engineer @ \$192.78 = \$1,156.68
  - 15 hours Project Engineer @ \$154.23 = \$2,313.45

**Total Estimated Not-To-Exceed Fee: \$6,361.83**

**Payment.** The scope of services identified above will be conducted on a time-and-materials basis in accordance with the billing rates on the attached professional services schedule of fees (Exhibit B). If unforeseen circumstances arise and warrant additions to the scope of services, Columbia West will contact you prior to performing further efforts. Columbia West will invoice monthly and be compensated in full within 30 days of receipt of invoice.

**Start Time/Completion Time/Schedule.** Columbia West will provide services on an on-call basis.

**Limitation of Remedy.** By signing this proposal agreement / contract, you agree to have read this document and the attached standard contract terms and provisions, including the limitation of remedy paragraph, and agree to be bound by all of the terms. The undersigned certifies that he/she is authorized to act on behalf of Robertson Engineering, PC.

This proposal and the attached terms and conditions constitute the entire agreement between the parties.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Columbia West Engineering, Inc.

Robertson Engineering, PC

Name and Title: Lance V. Lehto, PE, GE, President

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**COLUMBIA WEST ENGINEERING, INC.****EXHIBIT A****STANDARD CONTRACT TERMS AND PROVISIONS**

**1. General.** Columbia West Engineering, Inc. ("Columbia West") shall perform for Client the professional engineering services as outlined in the body of the Letter Agreement/Contract to which this applies. No additional services shall be performed nor required of Columbia West absent written agreement of the parties.

**2. Client's Responsibilities.** Client shall provide all reasonable information as to Client's requirements for the Project, and will designate a person to act with authority on Client's behalf for all aspects of the Project. Said person will examine and promptly respond to Columbia West's submissions and requests for information, and shall give prompt written notice to Columbia West should Client observe or otherwise become aware of any defect in the work performed under this Agreement. Columbia West shall be entitled to reasonably rely on all information provided to it by Client.

**3. Payment.** Fees and other charges will be billed in accordance with the terms and conditions outlined in the letter agreement. Additionally, the amount of each billing shall be due and payable 30 days after the date of such billing. Any portion of a billing not paid within thirty days of the billing date shall be delinquent and shall bear a service charge of one and one-half percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Columbia West, it may cease performing work upon delivery of written notice to Client of its intention to do so. Columbia West shall additionally have the right but not the obligation to cease performing work under any other contract as may then be outstanding between Client and Columbia West.

**4. Limitation of Remedy.** To the fullest extent permitted by law, and notwithstanding any other provision of this contract, the total liability, in the aggregate, of Columbia West and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, and all other contractors, subcontractor, consultants or others providing services for the project for any and all claims, losses, costs of damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project from any cause or causes arising out of Columbia West's services on the project (whether described in this agreement or any subsequent agreement between the parties, except as expressly agreed otherwise), including any indemnity obligation owed hereunder or otherwise, shall not exceed \$50,000.00 or the compensation received under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on contract, tort, or statute, unless otherwise prohibited by law.

**5. Standard of Care.** Columbia West will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Columbia West makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Columbia West. No agent or representative of Columbia West has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Columbia West. Client acknowledges that the interpretations and recommendations made by Columbia West are based solely on the information available to Columbia West. Client agrees that Columbia West has been engaged to provide technical professional services only, and that Columbia West does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

**6. Client's Termination of Work.** Client may, by written notice, terminate Columbia West's work prior to completion. Columbia West shall nevertheless be entitled to payment of all fees and expenses incurred up to termination, and may additionally complete such work as may be necessary to place its files in order and to complete a report on work performed to date of termination. A termination charge to cover the costs thereof may be imposed at the discretion of Columbia West, said termination charge not to exceed ten percent of all charges incurred up to the date of notice of termination.

**7. Utilities.** In the prosecution of its work, Columbia West will take reasonable precautions to avoid any injury or damage to underground structures or utilities. Client agrees to defend, indemnify and hold Columbia West harmless for any damages or claims of damage to any such underground structures or utilities not called to Columbia West's attention or incorrectly shown on surveys or plans furnished to Columbia West.

**8. Samples.** Columbia West will retain uncontaminated samples of soil or rock taken in connection with this work. [Columbia West will retain such samples for thirty days. Retention of such samples beyond thirty days will occur only at Client's request and in return for payment of storage charges incurred.] All contaminated or environmentally impacted material or samples are the sole property of the client. Client maintains responsibility for proper disposal.

**9. Right of Entry.** Client will provide for the right of entry to Columbia West, its employees, agents or consultants, and for all equipment reasonably necessary to complete the work. Columbia West will take reasonable precautions in accordance with the Standard of Care to minimize any damage to property. It is understood by Client, however, that in the normal course of work, some damage may occur, in which event Columbia West is not obliged to restore the property to its state prior to the performance of such work.

**10. Re-use of Documents.** Any reuse or modification of documents by Client or anyone obtaining it through Client will be at Client's sole risk and without liability to Columbia West. Client will defend, indemnify and hold Columbia West harmless from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising out of or in any way related to the reuse or modification of the Work by Client or anyone obtaining it through Client.

**11. Cost and Other Estimates.** Client recognizes that Columbia West has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or of market conditions. Any cost estimates as may be provided are made only on the basis of Columbia West's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Columbia West. Additionally, Columbia West makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

**12. Construction Monitoring.** If Columbia West is retained by Client to provide services to monitor or observe portions of construction work, foundation excavations, or other field activities, Columbia West will report its observations and opinions to Client or Client's designated agent. Columbia West will report any observed geotechnically-related work that, in Columbia West's opinion, does not conform to plans or specifications. Client acknowledges that Columbia West has no right to reject or stop work of any contractor, subcontractor or agent of the Client. Columbia West's construction monitoring or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction monitoring is limited to materials tested and observed during the construction phase of the project and is not a warranty or evaluation of subsurface conditions. Columbia West claims no past or prior knowledge of site conditions other than those documented in our reports. Should Columbia West not be retained by Client for the purpose of monitoring construction work or field activities, Columbia West shall not be held liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Monitoring of construction work or field activities and the performance of the complete Project will then be the sole responsibility of Client or of any other parties designated by Client. Client in such event agrees to defend, indemnify and hold harmless Columbia West from any loss or judgment incurred by Columbia West as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Columbia West has not been retained.

**13. Means, Methods and Techniques; Safety.** Columbia West is not responsible for and will not have control of means, methods, techniques, sequences or procedures of construction or other field activities of any contractor, subcontractor, agent or representative of Client. It is agreed that Columbia West has no control over any person or parties not employees or consultants of Columbia West. Columbia West has not been engaged and is not responsible for any safety precautions or programs related to construction for non-employees or non-consultants of Columbia West.

**14. Assignments.** During the term of this Agreement and following its expiration or termination for any reason, neither Client nor Columbia West shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

**15. Disputes.** In the event of a disagreement, Client and Columbia West agree that they will use their best efforts to resolve same in good faith negotiations or discussions with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either.

**16. Certifications:** Client agrees not to require that Columbia West execute any certification with regard to services performed or work tested and/or observed under this agreement unless: (1) Columbia West believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (2) Columbia West believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (3) Columbia West has reviewed and approved in writing the exact form of such certification prior to execution of this agreement. Any certification by Columbia West is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

**17. No Personal Liability:** Client expressly waives any right to sue, or otherwise make any claim against, any of Columbia West's officers or employees, past or present, as individuals, for any cause.

**18. Consequential Damages:** Neither Client nor Columbia West will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

**19. No Third Party Beneficiaries:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Columbia West. No third party beneficiaries are created or intended by this Agreement.

11917 NE 95<sup>th</sup> Street, Vancouver, Washington 98682  
 Phone: 360-823-2900, Fax: 360-823-2901  
 www.columbiawestengineering.com



## EXHIBIT B – 2020 Professional Services Schedule of Fees

### SPECIAL INSPECTION AND CONSTRUCTION MONITORING

#### ➤ **Personnel and Services**

	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Engineering Technician (soil, aggregate, asphalt, concrete) .....	hourly	\$66.84
Special Inspection (reinforced concrete, shotcrete).....	hourly	\$90.90
Special Inspection (proprietary anchors, lateral wood, and cold-formed steel).....	hourly	\$90.90
Special Inspection (masonry, grout, CMU).....	hourly	\$90.90
Special Inspection (fireproofing).....	hourly	\$94.91
Special Inspection (structural steel, bolting, welding, and post-tensioned concrete).....	hourly	\$94.91
Non-Destructive Testing Inspector.....	hourly	\$94.91
Laboratory Manager.....	hourly	\$123.38
Project Manager.....	hourly	\$105.39
Administrative Assistant.....	hourly	\$58.81
Skidmore Wilhelm – Bolt Testing (equipment fee).....	per day	\$65.00
Floor Flatness (equipment fee).....	per day	\$200.00
Anchor Proof Loading Hydraulic Ram and Deflection Gauges (equipment fee).....	per day	\$250.00
Ultra-Sonic Testing Equipment (equipment fee).....	per day	\$30.00
Concrete Strength-Maturity Electronic Meter/Reader (equipment fee).....	per day	\$50.00
Strength-Maturity Loggers.....	each	\$115.00

### ENGINEERING CONSULTING

#### ➤ **Personnel**

	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Principal Engineer .....	hourly	\$192.78
Project Engineer .....	hourly	\$154.23
Staff Engineer .....	hourly	\$96.40
Project Geologist .....	hourly	\$116.29
Staff Geologist .....	hourly	\$87.39
Environmental Engineer .....	hourly	\$110.95

### MATERIALS TESTING SERVICES

#### ➤ **Soils & Aggregate**

	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Atterberg Limits .....	each	\$105.00
Direct Shear .....	each	\$425.00
California Bearing Ratio .....	each	\$425.00
One-dimensional Consolidation .....	each	quoted
Fractured Face Determination.....	each	\$50.00
Flat & Elongated particles .....	each	\$125.00
Hydrometer Analysis .....	each	\$135.00
Moisture Content .....	each	\$25.00
Organic Content .....	each	\$75.00
Organic Impurities.....	each	\$75.00
pH (soil) .....	each	\$50.00
Permeability (Constant Head).....	each	\$350.00
Permeability (Falling Head).....	each	\$250.00
Percent Wood Waste.....	each	\$50.00
Proctor Moisture-Density .....	each	\$200.00
Proctor Moisture-Density with oversize .....	each	\$220.00
Sand Equivalent .....	each	\$95.00
Sieve Analysis < ¾ inch maximum particle size.....	each	\$105.00
Sieve Analysis ¾ inch to 2-inch maximum particle size.....	each	\$135.00
Sieve Analysis > 2-inch maximum particle size.....	each	\$250.00
Specific Gravity of Coarse Aggregate.....	each	\$85.00
Specific Gravity of Fine Aggregate.....	each	\$130.00
Uncompacted Void Content.....	each	\$125.00
Unconfined Compression .....	each	\$150.00
Soil Classification .....	each	\$25.00

#### ➤ **Treated Soils**

	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Proctor Moisture-Density .....	each	\$250.00

## Exhibit B, 2020 Professional Services Schedule of Fees

Page 2 of 2

CBR (7-day cure) .....	each	\$560.00
Compressive Strength Test .....	per set	\$300.00
<b>➤ Portland Cement Concrete / Masonry / Rock</b>		
	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Concrete Cylinder Compressive Strength .....	each	\$24.00
Mortar/Grout 2 inch Cube Compressive Strength.....	each	\$24.00
Mortar Cylinder Compressive Strength.....	each	\$24.00
Core Compressive Strength (peak strength only).....	each	\$55.00
Core Unconfined Compressive Strength (stress-strain relationship).....	each	\$145.00
Grout Prism Compressive Strength Test.....	each	\$40.00
CMU Prism Compressive Strength Test.....	each	\$125.00
Calcium Chloride Moisture Kit.....	each	\$20.00
<b>➤ Asphalt Concrete</b>		
	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Rice Density .....	each	\$95.00
Core Density and Thickness .....	each	\$45.00
Oil Content Calibration - Ignition.....	each	quoted
Oil Content & Gradation - Ignition .....	each	\$195.00
Moisture Content of Bituminous Mixtures.....	each	\$20.00
<b><u>MISCELLANEOUS</u></b>		
	<b><u>TYPE</u></b>	<b><u>RATE</u></b>
Concrete Equipment Fee.....	daily	\$30.00
Coring Equipment Fee.....	daily	\$105.00
Core Bit Wear .....	per core	\$5.00
Nuclear Densometer .....	daily	\$30.00
Vehicle Fee.....	daily	\$30.00
Mileage (outside of service area) .....	mile	\$0.69
Outside Services.....	each	cost + 20%

Personnel rates are portal to portal. All requested geotechnical observations, inspections, and testing require 24-hour notice and have a 3-hour minimum charge. Hours in excess of eight per day, work on weekends, and same-day service requests will be invoiced at 1.5 times the quoted rate. Work on holidays will be invoiced at two times the quoted rate. Laboratory testing requests with turnaround less than two days will be invoiced at 1.5 times the indicated rate. Laboratory rates do not include pick up or delivery to Columbia West's laboratory. (WSDOT)

## Curtin Creek Community Park

### Phase 2 - Proposed Professional Fees (approximate breakdown)

February 6, 2020

Subconsultant: Columbia West Engineering, Inc.

Task	Description	Billing Classification and Rate				Total
		PE \$192.78	PE/PG \$154.23	Staff E/G \$96.40	ET \$66.84	
1	Geotechnical Services	22	0	15	18	\$ 6,890
						\$ -
						\$ -
						\$ -
						\$ -
<i>Subtotals</i>		22	0	15	18	\$ 6,890

PNE Principal Engineer  
 PE/PG Project Engineer/Geologist  
 Staff E/G Staff Engineer/Geologist  
 ET Engineering Technician

**Total NTE Fee Limit: \$ 6,890**



April 17, 2020

Chris Robertson  
Robertson Engineering  
1101 Broadway Street #201  
Vancouver, WA 98660

**Subject: Scope of Services: Curtin Creek Park Traffic Impact Study**

Dear Chris:

This proposal describes the scope of traffic engineering services necessary to complete the transportation impact study for the proposed Curtin Creek Park, in Clark County, Washington. The proposed park property consists of a single 38.7 acre parcel (198555000) which is owned by the City of Vancouver and divided into three uses; City of Vancouver Fire Station 7, Curtin Creek Community Park, and the Gaddis Wetlands Remediation Area. Clark County has an easement (4969608 EAS) to allow use of the eastern 33.0 acres. The parcel address is 12603 NE 72<sup>nd</sup> Avenue, Vancouver, WA, and is accessed from NE 72<sup>nd</sup> Avenue. Clark County desires to develop a new community park within the remaining parcel area that is available for development (16.18 acres). The purpose of this analysis is to identify potential off-site improvements required to adequately serve the proposed future development based on performance standards established by Clark County. In addition, a parking study will be included.

## **SCOPE OF SERVICES**

### **TASK 1: PROJECT DESCRIPTION**

Global Transportation Engineering (GTEng) will document the proposed on-site improvements. The information to be provided will include the following elements:

- Land use type(s)
- Size of improvements
- Number of followers the new facility will accommodate
- General facility uses during the week and weekend time periods.
- Phasing and timing of the improvements including estimated year of occupancy
- Site plan and location
- Site access provisions

### **TASK 2: INVENTORY AND EXISTING CONDITIONS ANALYSIS**

The existing land use, physical location and site characteristics will be compiled. Any constraints to site access will be identified.

Existing traffic operating conditions in the study area will be identified to establish a baseline for comparing future traffic conditions. Intersection operations will be analyzed and reviewed in the field to ascertain the current peak hour performance. The peak periods to be analyzed for this evaluation will be the weekday PM peak period (4:00 to 6:00 PM). Historic peak hour traffic counts at study intersections (a total of five are included in this scope) will be used in the analysis.

Scope of Services: Curtin Creek Park Traffic Impact Study  
 April 17, 2020  
 Page 2 of 3



The existing levels of service will be determined for the local intersections and roadways that include the following:

- NE 179<sup>th</sup> Street / NE 72<sup>nd</sup> Avenue
- NE 159<sup>th</sup> Street / NE 72<sup>nd</sup> Avenue
- NE 139<sup>th</sup> Street / NE 72<sup>nd</sup> Avenue
- NE 119<sup>th</sup> Street / NE 72<sup>nd</sup> Avenue
- NE 199<sup>th</sup> Street / NE 72<sup>nd</sup> Avenue

Any existing performance deficiencies will be noted based on the analysis and field reviews. In addition to the intersection review, the existing roadway characteristics adjoining the site will be reviewed to assess the expected sight distance at proposed access points and opportunities for localized improvements for turn channelization. The field review will identify existing street widths, posted speed limits, and note any restrictions on safe stopping sight distance.

All count data will be historic.

In addition, the following functional and operational characteristics of the local transportation system will be compiled for use in the evaluation including:

- Street network by functional class
- Geometrics of road network and study intersections
- Traffic control and signal timing and signal system operations
- Site access points
- Accident data at each study intersection (most recent 5 years available)
- Transit, bicycle and pedestrian facilities
- Planned local street improvements

One site visit for two staff members to field verify existing operations have been included for the weekday and Sunday count period.

#### **TASK 3: PROJECT TRAVEL DEMAND ANALYSIS**

The proposed development will add new vehicle traffic to the local streets. GTEng will base the traffic trip generation for the proposed site on the Institute of Transportation Engineer's *Trip Generation Manual*.

GTEng will develop a distribution of site vehicle traffic based on the peak period turn movement counts obtained at study intersections.

GTEng will estimate and document the background traffic for the horizon year (2023). A current listing of other developments with in-process trips within the study area will be provided by Clark County.

#### **TASK 4: TRAFFIC IMPACT ANALYSIS**

GTEng will add the project generated traffic to existing traffic volumes for determining the expected traffic operating conditions once the development is built and fully occupied. The traffic conditions will be evaluated at the same study intersections and roadways as was considered in the Existing Conditions analysis under Task 2. In addition, a future traffic background growth factor identified by Clark County will be applied up to the



Scope of Services: Curtin Creek Park Traffic Impact Study  
 April 17, 2020  
 Page 3 of 3



expected build-out year of the development. The traffic analysis will consider planned and reasonably funded roadway improvements. GTEng will evaluate all study area intersections for the following scenarios:

- 2020 Existing plus approved projects plus background growth
- 2023 Existing plus approved projects plus the proposed project at build out year (total volume scenario)

GTEng will identify street facilities and intersections that are shown to fall below the minimum acceptable thresholds for possible mitigation measures. Mitigation measures will be identified for each of the study scenarios. Typical mitigation measures can include traffic control strategies and intersection widening for the addition of turn lanes. If separate turn lanes are identified as mitigation measures an evaluation for appropriate pocket length will be completed. A peak hour signal warrant analysis will be conducted based on the total volume scenario at any unsignalized study intersection that does not meet level of service standards.

#### **TASK 5: SITE PLAN EVALUATION**

In addition to the off-site study intersection analysis identified under the previous work tasks, the forecasted site generated traffic that will access public roadways at site driveways will be evaluated by GTEng for performance and safety. On-site circulation and parking will be discussed. Any inadequacies discovered during the evaluation will be identified and modifications or mitigation measures will be recommended.

#### **TASK 6: PARKING DEMAND**

GTEng will develop anticipated parking demand for the Project Site. The demand will be based on the ITE Parking Generation Manual and land use for the site. The parking demand will be summarized in the traffic impact analysis memorandum for County review.

#### **TASK 7: MEETINGS**

The GTEng project manager will attend meetings as requested by the client to discuss various strategic issues and to explain the above work products. For the purposes of this budget, two meetings with the client have been included. Additional meetings or attendance at public hearings as directed by the client will be provided for an additional fee on a time and expenses basis.

### **PROJECT DELIVERABLES**

The findings and recommendations of the traffic impact study will be documented by GTEng in a draft traffic study memorandum that will be submitted to Clark County. Comments received on the draft memorandum regarding issues contained in this work scope will be addressed, and a final report will be submitted.

#### **Project Deliverables:**

- Draft Traffic Analysis Memorandum
- Final Traffic Analysis Memorandum

### **BUDGET**

In consideration of the performance of these services, GTEng will be compensated on a time and materials basis not to exceed \$11,895.00 for the traffic impact analysis. This amount is based upon the scope of services and level of effort presented above.

**Curtin Creek Community Park**  
**Phase 2 - Proposed Professional Fees (approximate breakdown)**

April 17, 2020

Subconsultant: Global Transportation Engineering

		Billing Classification and Rate			Total
Task	Description	P / PM3 \$160	SEA3 \$145	EA1 \$100	
9	Transportation Impact Study	20	11	70	\$ 11,795
Subtotals		20	11	70	\$ 11,795
Reimbursables					\$ 100
					<b>\$ 11,895</b>

P/PM3= Principal/ Project Manager 3  
SEA3= Sr Engineering Associate 3  
EA1= Engineering Associate 1

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
  
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
  
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Exhibit F - Title VI Assurances Appendix A & E***

---

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## ***Exhibit G*** ***Certification Document***

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Agency Official
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
Robertson Engineering, PC

whose address is

1101 Broadway Street #201 Vancouver, WA 98660

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

~~I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.~~

Robertson Engineering, PC

Consultant (Firm Name)

*Christopher E. Robertson*

07/15/21

Signature (Authorized Official of Consultant)

Date

## Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the local agency

☐ Other

of the Clark County, Washington, and Robertson Engineering, PC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

~~I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.~~

Kathleen Otto

Kathleen Otto  
Clark County Manager

07/16/21

Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Robertson Engineering, PC

Consultant (Firm Name)

*Christopher E. Robertson*

Signature (Authorized Official of Consultant)

07/15/21

Date



## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Robertson Engineering, PC

Consultant (Firm Name)

*Christopher E. Robertson*

Signature (Authorized Official of Consultant)

07/15/21

Date

## **Exhibit G-4 Certification of Current Cost or Pricing Data - N/A**

**FAR rates are not being certified**

---

\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Exhibit I*****Alleged Consultant Design Error Procedures***

---

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

**Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

**Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

**Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

**Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## **Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## ***Exhibit J***

# **Consultant Claim Procedures**

---

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



**CLARK COUNTY WASHINGTON**  
**PUBLIC WORKS**

[www.clark.wa.gov](http://www.clark.wa.gov)

1300 Franklin Street  
PO Box 9810  
Vancouver, WA 98666-9810  
564.397.6118

## **ADDENDUM**

The following are minor modifications made to the "Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement" for Clark County Public Works. Modifications are shown in red.

- Page 5 – There was a second bullet item "A". The first is found on page 4. "A" has been changed to "B", "B" has been changed to "C", and so on until bullet item "F". The word "card" in line 5 of page 5 has been changed to "car".
- Page 8 – Six lines down in XI Disputes, Exhibit "J" has been changed to Exhibit "I". Also in XI lines 8 and 11, "situated in the county in which the AGENCY is located" has been crossed out.
- Page 9 – Four lines down in the first paragraph, the term "tie" has been changed to "tier".

These modifications have been reviewed and approved.

By signing below, you are aware of, understand and agree to all listed redline changes.

Robertson Engineering, PC  
\_\_\_\_\_  
Consultant (Firm Name)

*Christopher E. Robertson*  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

07/15/21  
\_\_\_\_\_  
Date



# Curtin Creek Community Park

---

Clark County Public Works





- The Curtin Creek Community Park Project site is located on a 38.45 acre property at 12603 Northeast 72nd Avenue, just north of Northeast 119th Street.
- The property was purchased jointly by Clark County and the City of Vancouver with the intent of constructing a fire station on the front 5 acres and a county community park and wetland mitigation on the remaining 33.45 acres.
- The project was divided into two phases. The first phase included a public outreach process to gather input from various stakeholders and identify community needs for the park in order to develop a master plan with various conceptual layouts and cost estimates.
- Concept plans were presented to Parks Advisory Board and a preferred concept chosen for recommendation to Council.

Curtin Creek Community Park  
Council Districts 2

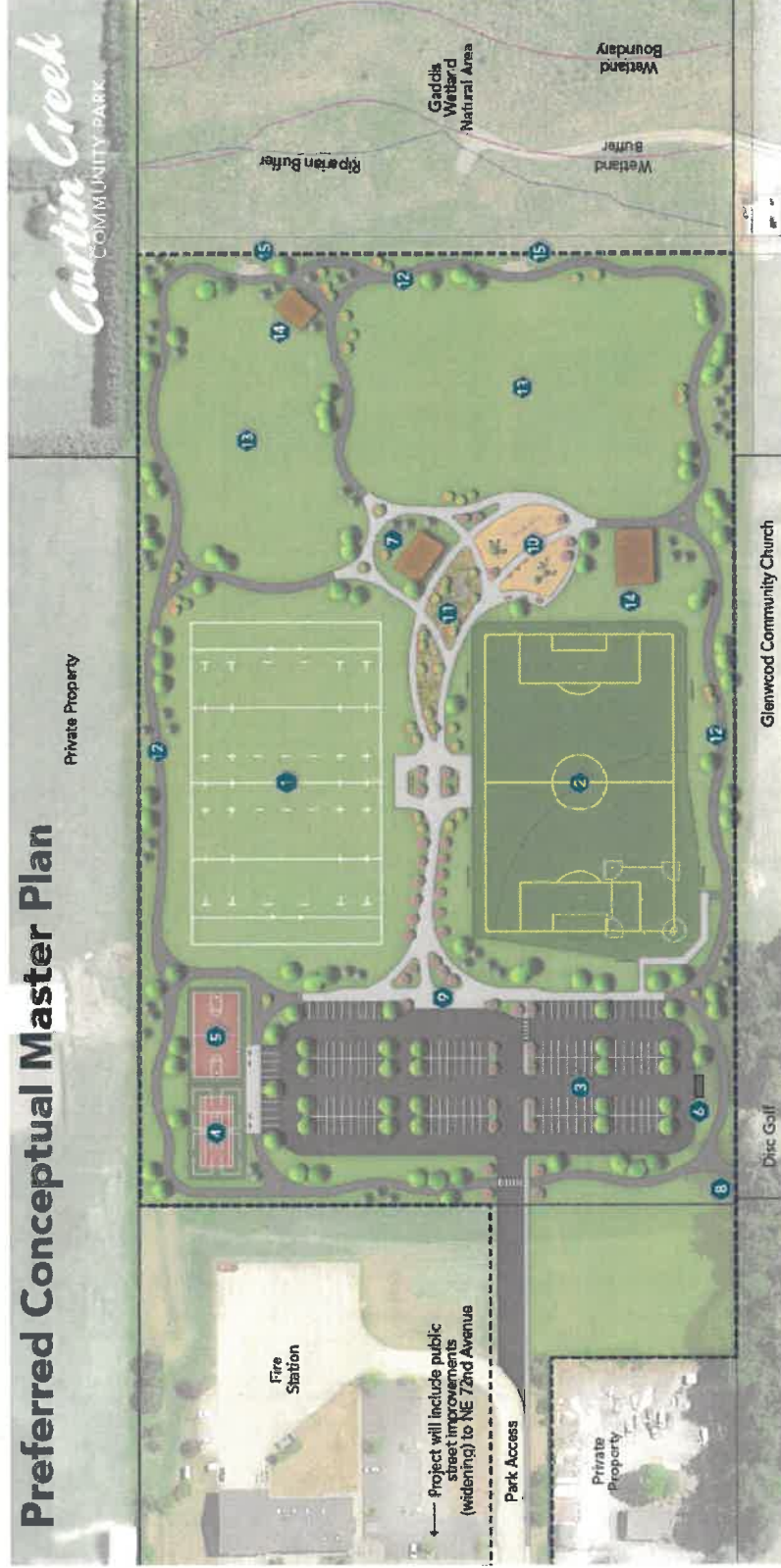
Project #: 405762



# Curtin Creek Community Park Council Districts 2

Project #: 405762

## Preferred Conceptual Master Plan



- 1 Natural Grass Rugby/Soccer Field (360'x210')
- 2 Synthetic Turf Soccer (110 yd. x 70 yd.) / Little League (200') w/ lights
- 3 Parking (160 Stalls)
- 4 Tennis/Pickleball Courts
- 5 Basketball/Futsal Court
- 6 Solid Waste/Recycling Center
- 7 Restroom Building w/ Storage
- 8 Connection to existing Disc Golf
- 9 Drop-off Area / Entry Plaza
- 10 All-Inclusive Playground
- 11 Natural Feature
- 12 Trail/Bike Path (concrete & asphalt)
- 13 Open Lawn Space
- 14 Picnic Area with Shelter
- 15 Wetland Viewpoints



January 2016

Curtin Creek COMMUNITY PARK

<http://www.parks.wa.gov/curtin-creek-community-park>



- The park is envisioned to have all of the typical amenities of a community park; parking lot, walking trails, a picnic shelter, picnic tables, benches, restrooms, playground, and sports fields (potentially illuminated).
- Access to the park will be from Northeast 72nd Avenue and will be shared with the Fire Station. This project will also include frontage improvements along Northeast 72nd Avenue in front of the Fire Station to meet current road standards.
- The project was divided into two phases. The second phase will consist of the completion of the design, permitting, and ultimately the construction of the park.
- Park Impact Fees (PIF-6) and Real Estate Excise Taxes (REET-2) have been identified to fund the project. The project is currently scheduled for construction in 2023/2024, pending funding availability. The county has also applied for two grants from the Washington State Recreation & Conservation Office.